

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

20120120000023920 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
01/20/2012 10:31:30 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20080618000249540 (Shelby County Probate Court)

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☒

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.
Collateral particularly described on Exhibit I attached hereto and made a part hereof

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Fundamental Advisors LP, as Agent for Fundamental Partners LP, Fundamental Partners II LP and Fundamental Partners (Tax-Exempt) LP


OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Filed: Shelby County Probate Court 36914-018

**Exhibit I to UCC-3 – Amendment
(Shelby County Alabama)
20080618000249540**


20120120000023920 2/4 \$33.00
Shelby Cnty Judge of Probate, AL
01/20/2012 10:31:30 AM FILED/CERT

Secured Parties:

Fundamental Advisors LP, as Agent for Fundamental Partners LP
Fundamental Advisors LP, as Agent for Fundamental Partners II LP
and Fundamental Advisors LP, as Agent for Fundamental Partners (Tax-Exempt) LP

Debtor:

STV One Nineteen Senior Living, LLC

Collateral.

Borrower hereby grants Lender, to secure the payment and performance in full of all of its obligations under the Loan, a continuing security interest in, and pledges to Lenders, the following property, wherever located, whether now owned or hereafter acquired by or arising from Borrower, and all proceeds and products thereof (the "Collateral"):

(i) All that tract or parcel or parcels of land and estates particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Land**");

(ii) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");

(iii) All accounts, general intangibles, deposit accounts, securities accounts, goods (each as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;

(iv) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and

powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(A) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(B) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.


(v) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(vi) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (i), (ii), (iii), (iv) or (v) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (i), (ii), (iii), (iv) or (v) above.

Borrower represents, warrants, and covenants that the security interest granted herein with respect to the Collateral is and shall at all times continue to be a first priority perfected security interest in the Collateral.

EXHIBIT A

Description of Real Property


20120120000023920 4/4 \$33.00
Shelby Cnty Judge of Probate, AL
01/20/2012 10:31:30 AM FILED/CERT

Lot 1-B according to St. Vincent's Hospital Highway No 119 Survey as recorded in Map Book 39, page 103 in the office of the Judge of Probate of Shelby County, Alabama. Also known as:

A Part of LOT 1, GREYSTONE - 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeasterly Corner of LOT 1, GREYSTONE - 3RD SECTOR as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama, said point being on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama, and run in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 569.13 feet to a point thence $3^{\circ}53'00''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 and it's prolongation a distance of 424.81 feet to a point; thence $76^{\circ}04'07''$ to the left in a Northwesterly direction a distance of 352.05 feet to a point; thence $58^{\circ}04'29''$ to the left in a Southwesterly direction a distance of 72.43 feet to a point on a curve to the right having a radius of 655.00 feet and a central angle of $47^{\circ}12'36''$; thence $78^{\circ}56'03''$ to the left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 539.0 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 39.65 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 25.00 feet to a point; thence $90^{\circ}00'00''$ to the left in a Southwesterly direction a distance of 70.27 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 517.00 feet and a central angle of $24^{\circ}29'13''$; thence in a Southwesterly direction along the arc of said curve a distance of 220.95 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 370.50 feet and a central angle of $23^{\circ}26'54''$; thence in a Southwesterly direction along the arc of said curve a distance of 151.63 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 72.81 feet to a point on the Northerly right-of-way line of Greystone Way; thence $91^{\circ}09'24''$ to the left in a Southeasterly direction along the Northerly right-of-way line of Greystone Way a distance of 207.31 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 410.00 feet and a central angle of $43^{\circ}51'30''$; thence in a Southeasterly, Easterly, and Northeasterly direction along the Northerly right-of-way line of Greystone Way and along the arc of said curve a distance of 313.64 feet to the POINT OF BEGINNING.

Together with an easement for ingress and egress as described in that certain Restrictive Covenant and Reciprocal Easement Agreement between Seton Property Corporation of North Alabama and STV One Nineteen Senior Living, LLC, dated December 28, 2007 and recorded in Instrument No. 20071228000583600.