

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Michael E. Mermall, Esq. FisherBroyles, LLP 345 North Canal Street Suite C-202 Chicago, Illinois 60606



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Shelby Cnty Judge of Probate, AL  
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME <b>STV ONE NINETEEN SENIOR LIVING, LLC</b>				
OR				
1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS <b>1200 Corporate Drive, Suite 225</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>34242</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR				
2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME <b>RED WAREHOUSE I, LLC</b>				
OR				
3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS <b>1717 Main Street, Suite 900</b>	CITY <b>Dallas</b>	STATE <b>TX</b>	POSTAL CODE <b>75201</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF THE PERSONAL PROPERTY LOCATED ON THE LAND COMMONLY KNOWN AS 200 ONE NINETEEN BOULEVARD, HOOVER, SHELBY COUNTY, ALABAMA, SUCH LAND BEING LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT "A".**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**TO BE FILED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

Debtor: STV One Nineteen Senior Living, LLC  
1200 Corporate Drive  
Suite 225  
Birmingham, Alabama 75201

Secured Party: Red Warehouse I, LLC  
1717 Main Street  
Suite 900  
Dallas, Texas 75201

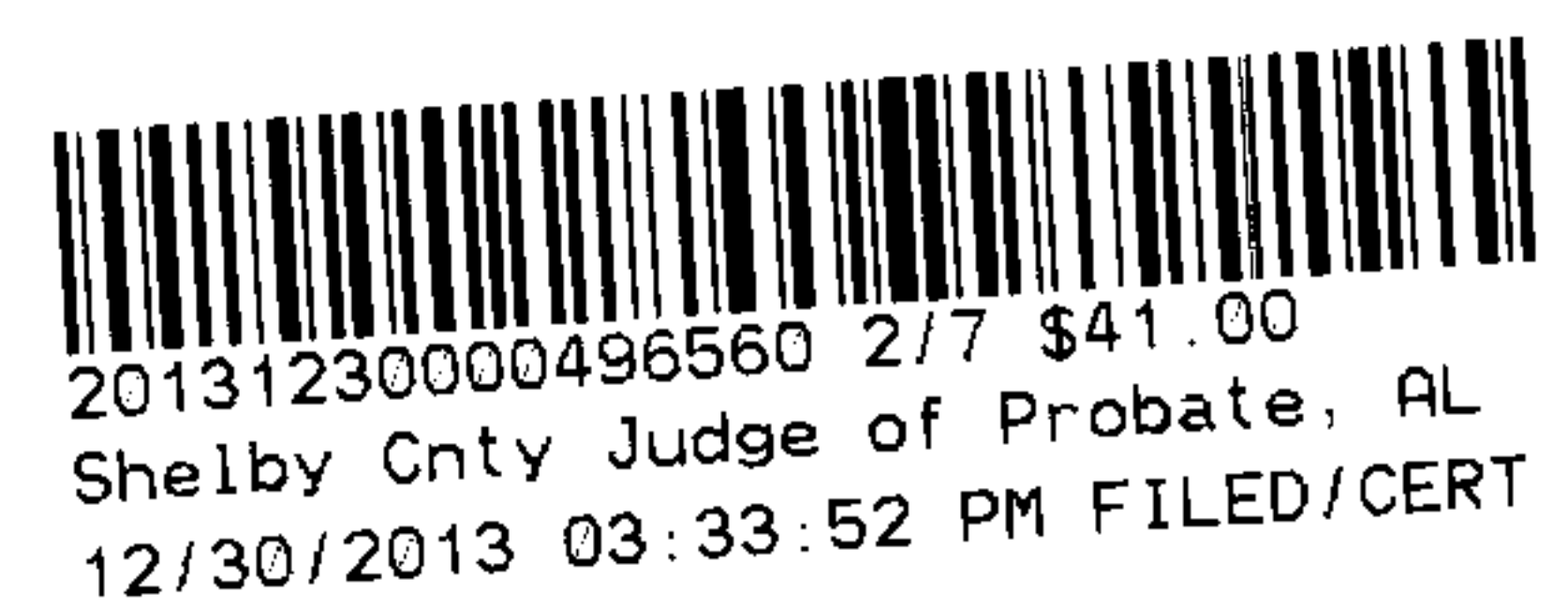
**EXHIBIT A**  
**TO**  
**UCC FINANCING STATEMENT**

Legal Description of the Premises

**PARCEL I**

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 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-B, 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, 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 boundary of said Lot 1-B a distance of 569.13 feet to a point; thence 3°53'00" to the left in a Northeasterly direction along the boundary of said Lot 1-B a distance of 424.81 feet to a point; thence 76°04'07" to the left in a Northwesterly direction along the boundary of said Lot 1-B a distance of 352.05 feet to a point; thence 58°04'29" to the left in a Southwesterly direction along the boundary of said Lot 1-B 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°12'36"; thence 78°56'03" to the left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B a distance of 539.70 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the boundary of said Lot 1-B a distance of 39.65 feet to a point; thence 90°00'00" to the right in a Northwesterly direction along the boundary of said Lot 1-B a distance of 25.00 feet to a point; thence 90°00'00" to the left in a Southwesterly direction along the boundary of said Lot 1-B 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°29'13"; thence in a Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B 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°26'54"; thence in a Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B 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 along the boundary of said Lot 1-B 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 and along the boundary of said Lot 1-B 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, along the arc of said curve and along the boundary of said Lot 1-B a distance of 313.84 feet to the POINT OF BEGINNING.

Containing 8.990 acres.

## PARCEL II

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, as amended by First Amendment to Restrictive and Reciprocal Easement Agreement in Instrument No. 20111221000387420.

  
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1200 Corporate Drive  
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Secured Party: Red Warehouse I, LLC  
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Dallas, Texas 75201

**EXHIBIT B**  
**TO**  
**UCC FINANCING STATEMENT**

All of Debtor's present and hereafter acquired estate, right, title or interest in or to, the following described property, rights and interests (collectively referred to as the "**Property**"):

(a) that certain real property located in the City of Hoover, County of Shelby and State of Alabama, more particularly described in Exhibit A (the "Premises");

TOGETHER WITH:

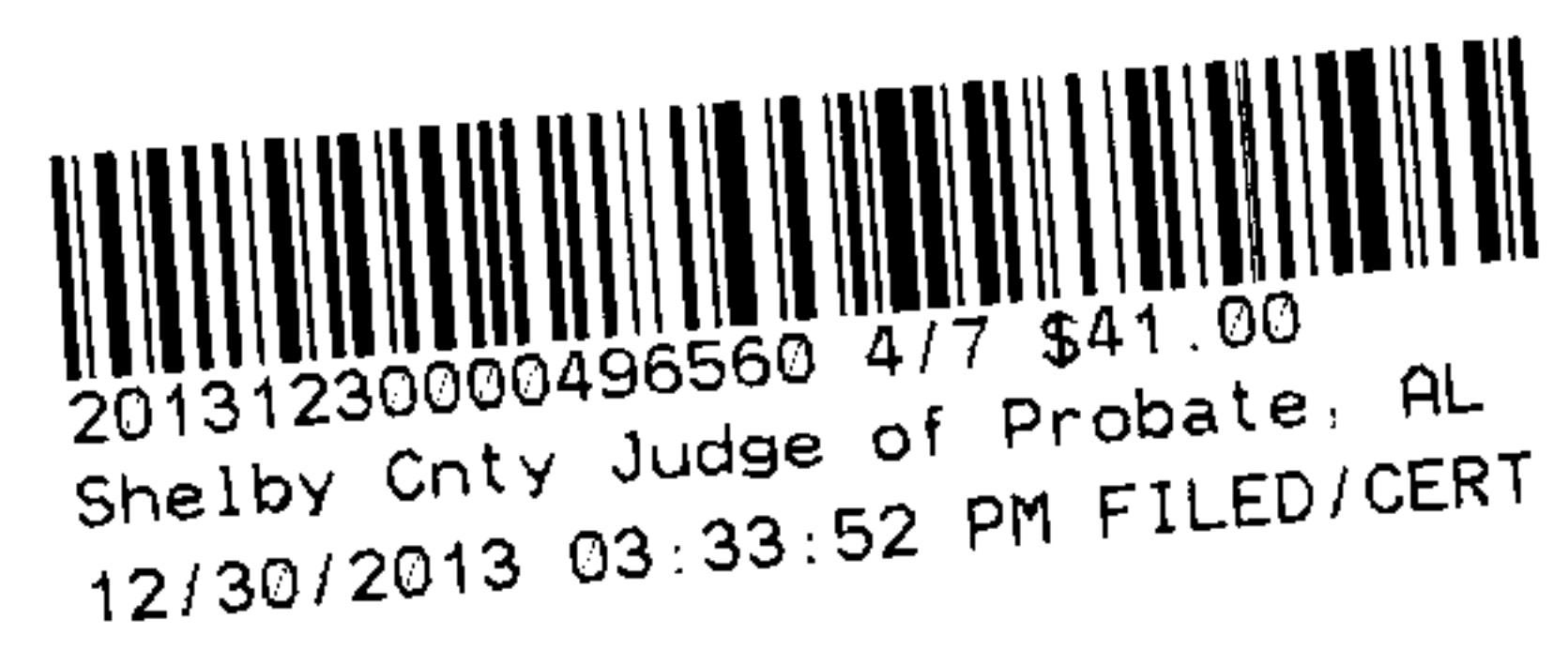
(b) any and all buildings and other improvements now or hereafter erected on the Premises including but not limited to fixtures, attachments, appliances, equipment, machinery, and other personal property (and all renewals and replacements thereof and substitutions therefor) attached to such buildings and other improvements (the "Improvements"), all of which are deemed to be a part of the real property;

(c) all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements (collectively the "Rents"), subject to the terms and provisions of Article II of that certain Mortgage (as defined below) with respect to all occupancy agreements, leases and subleases of the Premises or Improvements now or hereafter existing or entered into (or portions thereof) granted by Debtor, and further subject to the right, power and authority hereinafter given to Debtor to collect and apply such Rents;

(d) all other interests, estates or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Premises or the Improvements;

(e) all appurtenances, easements, rights-of-way and other rights now owned or hereafter acquired by Debtor used in connection with the Premises or the Improvements or as a means of access thereto (including but not limited to all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

(f) all right, title and interest now owned or hereafter acquired by Debtor in and to all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Premises;





(g) all leasehold estate, right, title and interest of Debtor in and to all occupancy agreements, leases or subleases covering the Premises or the Improvements or any portion thereof ("Leases") now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder including but not limited to all rights of Debtor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(h) all right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Premises or the Improvements;

(i) all right, title, and interest of Debtor in (i) the property and interests in property described on Schedule I, (ii) all other personal property now or hereafter owned by Debtor, (iii) all other rights and interests of Debtor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Premises or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Debtor and (v) all proceeds thereof (such personal property and proceeds are referred to collectively as the "Personal Property");

(j) all right, title and interest of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

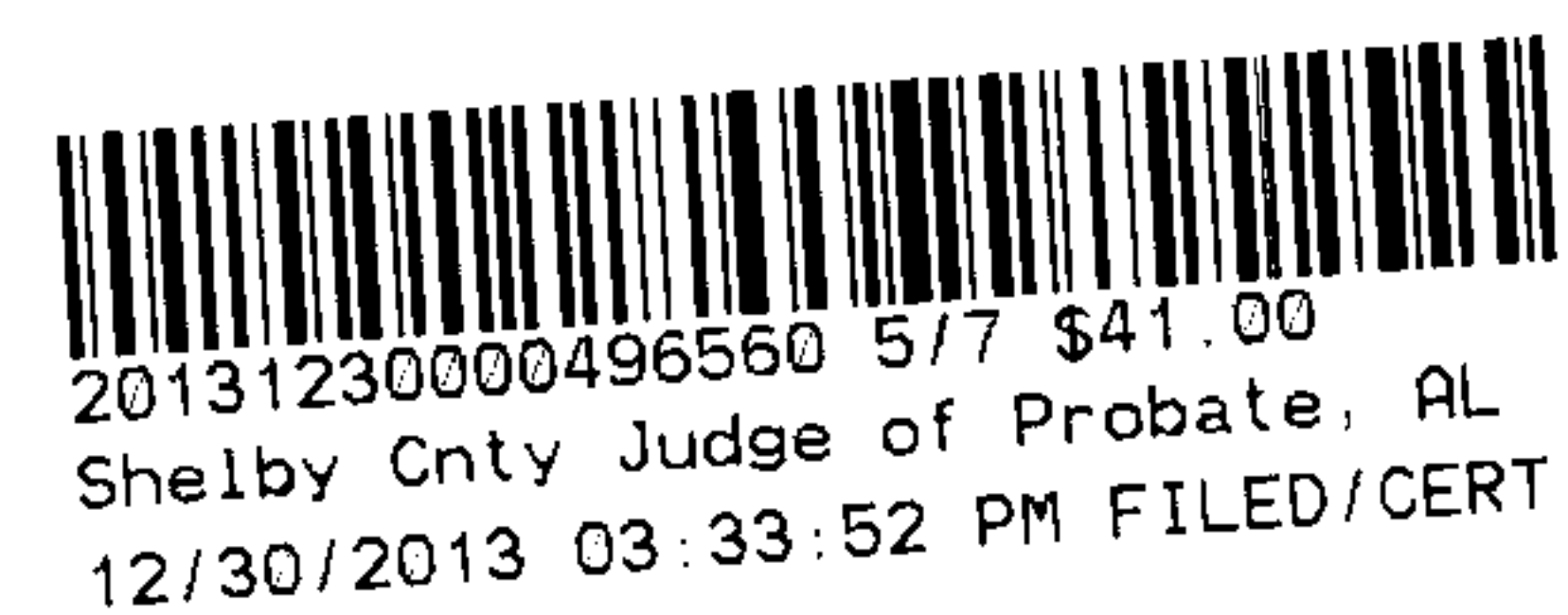
(k) all of Debtor's interest in all oil, gas and other hydrocarbons, all sand and gravel, and all other minerals produced from or allocated to the Premises and all products processed or obtained therefrom, all rights, royalties, leases or leasehold interests with respect thereto, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise;

(l) all the other estate, interest, right, title, other claim or demand, both at law and in equity (including but not limited to claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Debtor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property or any other part of the Mortgaged Property (defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of all or any part of the Mortgaged Property (including but not limited to any awards resulting from a change of grade of streets and awards for severance damages);

(m) all right, title and interest now owned or hereafter acquired by Debtor in and to all "Accounts," "chattel paper," "general intangibles" and "investment property" (as such terms are defined in the UCC as from time to time in effect) constituting or relating to the foregoing;

(n) (i) all funds of Debtor on deposit from time to time with Secured Party or any agent of Secured Party or on deposit in any depository account controlled by Lender, including, without limitation, all Deposits, and (ii) all Personal Property and all replacements, substitutions and additions to such property described in this paragraph and all proceeds thereof.

(o) all proceeds of the foregoing property listed in paragraphs (a) - (m) above.





Debtor: STV One Nineteen Senior Living, LLC  
1200 Corporate Drive  
Suite 225  
Birmingham, Alabama 75201

Secured Party: Red Warehouse I, LLC  
1717 Main Street  
Suite 900  
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**SCHEDULE 1 TO EXHIBIT B**  
**TO**  
**UCC FINANCING STATEMENT**

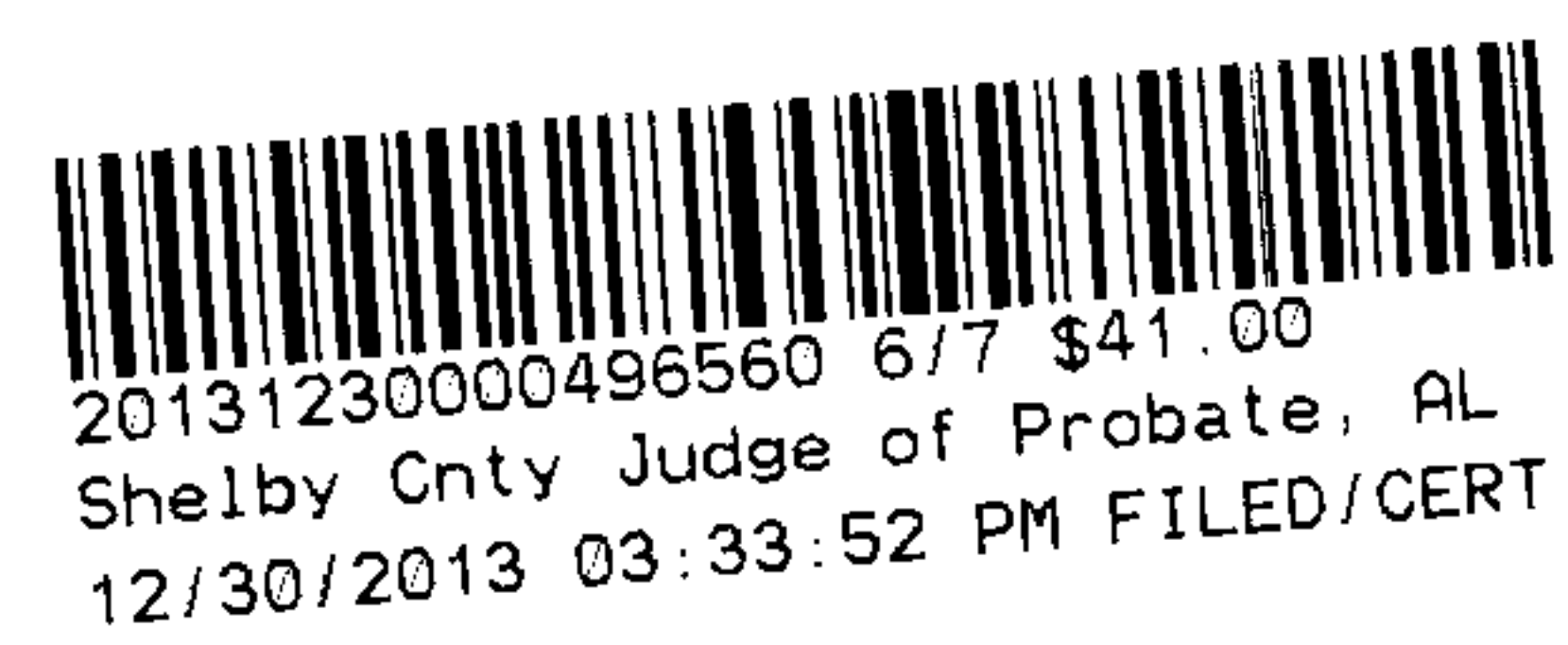
**Description of Personal Property**

(a) All personal property (including but not limited to all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory and construction materials) in which Debtor now or hereafter acquires an interest or right, including that which is now or hereafter located on or affixed to the Premises or the Improvements or used or useful in the operation, use or occupancy thereof or the construction of any Improvements thereon, together with any interest of Debtor in and to personal property which is leased or subject to any superior security interest, and all books, records, software and software systems, leases and other agreements, documents and instruments of whatever kind or character, relating to the Premises, Improvements or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date of the Mortgage and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Premises, the Improvements or any other part of the Mortgaged Property, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation or use thereof;

(c) All of Debtor's present and future rights to receive payments of money, services or property, including, without limitation, rights to all deposits from tenants or occupants of the Premises or Improvements, rights to letters of credit, rights to receive capital contributions or subscriptions from Debtor's members, partners or shareholders, amounts payable on account of sale of interests in Debtor or the capital stock of Debtor, accounts and other accounts receivable, deposit accounts wherever located, chattel paper including electronic chattel paper, notes, drafts, contract rights, instruments, general intangibles including payment intangibles, investment property, commercial tort claims, supporting obligations, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents and instruments evidencing, securing or guarantying the same;

(d) All other intangible property and rights relating to the Premises, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy or use thereof, including but not limited to all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy or use of the





Premises or Improvements, all names under or by which the Premises or Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, all trade names and trademarks relating in any way to the Premises or the Improvements, and all good will in any way relating to the Premises or the Improvements;

(e) All of Debtor's trade names, trademarks, goodwill, patents, patent applications, copyrights, deposit accounts, licenses, and franchises ("General Intangibles");

(f) Debtor's rights under all insurance policies covering the Premises, the Improvements, the Personal Property, and the other parts of the Mortgaged Property and any and all proceeds, loss payments and premium refunds payable regarding the same;

(g) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Premises;

(h) All water stock relating to the Premises;

(i) All causes of action, claims, compensation and recoveries for any damage to, destruction of or condemnation or taking of the Premises, the Improvements, the Personal Property or any other part of the Mortgaged Property, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises, the Improvements, the Personal Property or any other part of the Mortgaged Property, or for any loss or diminution in value of the Premises, the Improvements, the Personal Property or any other part of the Mortgaged Property;

(j) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Premises and all studies, data and drawings related thereto, and also all contracts and agreements of Debtor relating to such plans and specifications or to such studies, data and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Premises;

(k) All proceeds from sale or disposition of any of such collateral;

(l) All Debtor's rights in proceeds of the loan evidenced by the Note; and

(m) All proceeds and products of any of the foregoing.

As used in this Exhibit B the terms "Premises", "Improvements", and "Personal Property" have the meanings set forth in that certain Mortgage (With Assignment Of Leases And Rents, Security Agreement and Fixture Filing) made effective as of December \_\_\_\_\_, 2013 by Debtor, as Borrower and Secured Party, as Lender (the "Mortgage").

As used in this Schedule I the terms "Premises", "Improvements", and "Personal Property" have the meanings set forth in the Mortgage.

