

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



20150106000006250 1/8 \$43.00
Shelby Cnty Judge of Probate, AL
01/06/2015 03:32:56 PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER (optional) Vaughn McWilliams; 205-203-4632
B. E-MAIL CONTACT AT FILER (optional) vm@haskinsjones.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Haskins Jones 2829 2nd Ave South, Suite 200 Birmingham, AL 35233

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 SWS-TX Realty, Inc.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2001 Park Place, Suite 320	CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA

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 Oakworth Capital Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2100A Southbridge Pkwy, Suite 445	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

See exhibits A and B attached hereto.

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:

UCC FINANCING STATEMENT ADDENDUM
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Shelby Cnty Judge of Probate, AL
01/06/2015 03:32:56 PM FILED/CERT

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here []
9a. ORGANIZATION'S NAME: SWS-TX Realty, Inc.
OR
9b. INDIVIDUAL'S SURNAME:
FIRST PERSONAL NAME:
ADDITIONAL NAME(S)/INITIAL(S): SUFFIX:

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c
10a. ORGANIZATION'S NAME:
OR
10b. INDIVIDUAL'S SURNAME:
INDIVIDUAL'S FIRST PERSONAL NAME:
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S): SUFFIX:
10c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:


11. [] ADDITIONAL SECURED PARTY'S NAME or [] ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)
11a. ORGANIZATION'S NAME:
OR
11b. INDIVIDUAL'S SURNAME: FIRST PERSONAL NAME: ADDITIONAL NAME(S)/INITIAL(S): SUFFIX:
11c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):
See exhibits A and B attached.

13. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)
14. This FINANCING STATEMENT: [] covers timber to be cut [] covers as-extracted collateral [X] is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):
16. Description of real estate: See Exhibit A attached hereto.

17. MISCELLANEOUS:

EXHIBIT "A"
TO UCC-1 FINANCING STATEMENT


20150106000006250 3/8 \$43.00
Shelby Cnty Judge of Probate, AL
01/06/2015 03:32:56 PM FILED/CERT

Legal Description of the Land

Unit B, in The Shelby Medical Office Building Condominium, a condominium as established by that certain Declaration of Condominium of Shelby Medical Office Development, LLC, a Medical Office Building Condominium which is recorded in Instrument #20130328000128140, in the Probate Office of Shelby County, Alabama (to which Declaration of Condominium a plan is attached as Exhibit "F" thereto), said plan being filed for record in Map Book 43, Page 70, in said Probate Office and to which said Declaration of Condominium, the By-Laws are attached as Exhibit "E" thereto, as Instrument # 20130328000128160, together with an undivided interest in the Common Elements assigned to said Units of said Declaration of Condominium of Shelby Medical Office Development, LLC, a Medical Office Building Condominium.

EXHIBIT "B"
TO UCC-1 FINANCING STATEMENT

1.0 DEFINED TERMS. As used in this Financing Statement, the following terms shall have the following meanings unless the context hereof shall otherwise indicate (capitalized terms not defined herein shall have the meaning ascribed to them in the Mortgage):

"Accounts" means all accounts (including accounts receivable) arising from the operation of the Mortgaged Property, including but not limited to, rights to payment for goods sold or leased or for services rendered, not evidenced by an Instrument.

"Appurtenant Rights" means all air rights, development rights, zoning rights, easements, rights-of-way, strips and gores of land, vaults, streets, roads, alleys, tenements, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter appurtenant to, or used or useful in connection with, or located on, under, or above the Land, or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating, or appertaining to the Land, or any part thereof, now or hereafter.

"Chattel Paper" has the meaning given such term in the UCC, and includes, without limitation, a record or records (including, without limitation, electronic chattel paper) which evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, or a lease of specific goods; all Supporting Obligations with respect thereto; any returned, rejected or repossessed goods and software covered by any such record or records and all proceeds (in any form including, without limitation, accounts, contract rights, documents, chattel paper, instruments and general intangibles) of such returned, rejected or repossessed goods; and all proceeds (cash proceeds and noncash proceeds) of the foregoing.

"Commercial Tort Claims" has the meaning given such term in the UCC.

"Contracts" means all license agreements, operating contracts, and all management, service, employment, supply and maintenance contracts and agreements, and any other agreements, licenses or contracts of any nature whatsoever now or hereafter obtained or entered into by Borrower with respect to the acquisition, construction, renovation, expansion, ownership, occupancy, use, operation, maintenance and administration of the Mortgaged Property.

"Debtor" means SWS-TX Realty, Inc., a Texas corporation.

"Deposit Accounts" has the meaning given such term in the UCC.

“Equipment” means all furniture, fixtures and equipment located on, attached to or used or useful in connection with the Land that is owned by Debtor, including, but not limited to, tables, chairs, booths, televisions, carpeting, telephones, desks, machinery, cash registers, computers, lamps, glassware, flatware and restaurant and kitchen equipment; provided, however, that with respect to any items which are leased and not owned, Equipment shall include the leasehold interest only together with any options to purchase any of said items and any additional or greater rights with respect to such items hereafter acquired (but nothing herein shall permit the leasing of any Equipment except as otherwise expressly permitted herein unless Lender’s express written consent is first obtained).

“Fixtures” means all property which is now or hereafter so attached to the Land or the Improvements as to constitute a fixture under applicable law and all renewals and replacements thereof and substitutions therefor, including, without limitation: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention, and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors; cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; and exercise equipment.

“General Intangibles” has the meaning given such term in the UCC.

“Impositions” and **“Imposition Deposits”** have the meanings given to those terms in the Mortgage.

“Improvements” means all buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, including but not limited to, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatuses which are or shall be attached to the Land or said buildings, structures, or improvements.

“Instruments” means all instruments, chattel paper, documents or other writings obtained from or in connection with the operation of the Land (including, without limitation, all ledger sheets, computer records and printouts, data bases, programs, books of account and files relating thereto).

“Inventory” means all inventory from time to time used on the Land, including, but not limited to, food, beverages, other comestibles, soap, paper supplies and all other such goods, wares and merchandise held for sale to or for consumption or use by guests of the Land, including all such goods that are returned or repossessed.



20150106000006250 6/8 \$43.00
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“Investment Property” has the meaning given such term in the UCC, and includes, without limitation, a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract, or commodity account, and all proceeds (cash proceeds and noncash proceeds) of, and Supporting Obligations with respect to, the foregoing.

“Land” means the land described in Exhibit “A” attached hereto and incorporated herein.

“Leases” means, collectively, all present and future leases (including, but not limited to the Tenant Lease), subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property, and all modifications, extensions or renewals thereof.

“Loan Agreement” means that certain Loan Agreement dated as of January __, 2015, by and between Debtor and Secured Party together with all amendments and supplements thereto.

“Money” means all monies, cash, rights to Deposit Accounts, or other items of legal tender obtained from or for use in connection with the operation of the Facility.

“Mortgage” means, that certain Mortgage and Security Agreement of even date herewith from Borrower in favor of Secured Party and covering the Land and Mortgaged Property, together with all amendments and supplements thereto.

“Mortgaged Property” means all of Debtor’s present and future right, title, and interest in and to all of the following, provided that if any of the following capitalized terms are defined in the UCC, each such term shall have the meaning given such term in the UCC and shall include, without limitation, the additional items set forth in this Financing Statement with respect to such term:

- (i) the Land;
- (ii) all Appurtenant Rights;
- (iii) all Commercial Tort Claims;
- (iv) all Equipment;
- (v) all Improvements;
- (vi) all Fixtures;
- (vii) all Accounts;
- (viii) all Deposit Accounts;
- (ix) all Contracts;
- (x) all General Intangibles;

- (xi) all Permits (to the extent assignable);
- (xii) all Money;
- (xiii) all Instruments;
- (xiv) all Inventory;
- (xv) all Rents;
- (xvi) all Personalty;
- (xvii) all Leases;
- (xviii) all Chattel Paper;
- (xix) all Supporting Obligations;
- (xx) all Investment Property;
- (xxi) all Stock;
- (xxii) all Proceeds;



20150106000006250 7/8 \$43.00
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(xxiii) all contracts, options, and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty, or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(xxiv) all Imposition Deposits;

(xxv) all refunds or rebates of Impositions by any municipal, state, or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Mortgage is dated);

(xxvi) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property; and

(xxvii) all renewals, replacements, and Proceeds of any of the foregoing and any substitutions therefor.

“Permits” means all licenses, permits, certificates, approvals, authorizations and registrations obtained from any governmental or quasi-governmental authority and used or useful in connection with the ownership, operation, use or occupancy of the Land, including, without limitation, business licenses, state health department licenses, food service licenses, licenses to conduct business, liquor licenses and all such other permits, licenses and rights.

“Person” means an individual, partnership, limited partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

“Personalty” means all Equipment, Inventory, and General Intangibles which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements,

including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software), and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans, and specifications and contracts for architectural, engineering, and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental Permits relating to any activities on the Land.

“Proceeds” means all awards, payments, earnings, royalties, issues, profits, liquidated claims, and proceeds (including proceeds of insurance and condemnation and any conveyance in lieu thereof), whether cash or noncash, moveable or immovable, tangible or intangible, from the sale, conversion (whether voluntary or involuntary), exchange, transfer, collection, loss, damage, condemnation, disposition, substitution, or replacement of any of the Mortgaged Property.

“Rents” means all rent and other payments of whatever nature from time to time payable pursuant to the Leases (including, without limitation, rights to payment earned under leases for space in the Improvements for the operation of ongoing retail businesses such as newsstands, barbershops, beauty shops, physicians’ offices, pharmacies, and specialty shops).

“Secured Party” means Oakworth Capital Bank, an Alabama state banking corporation, together with its successors or assigns.

“Stock” means all shares, options, warrants, general or limited partnership interests, membership interests, participations, or other equivalents (regardless of how designated) in a corporation, limited liability company, partnership, or any equivalent entity, whether voting or nonvoting, including, without limitation, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended).

“Supporting Obligation” has the meaning given such term in the UCC.

“Tenant Lease” means that certain Lease dated May 9, 2012, by and between Shelby OB, LLC and Shelby OB/GYN, P.C., as assigned and amended pursuant to that certain Assignment, Assumption and Amendment of Lease Agreement dated as of October 30, 2014

“UCC” means the Uniform Commercial Code as in effect from time to time in the state in which the Land is located.

2.0 COLLATERAL COVERED This Financing Statement covers all of Debtor’s right, title, and interest in and to the Mortgaged Property.