


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
William R. Cunningham, 334-532-3403

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sasser, Sefton & Brown, P.C.
PO Box 4539
Montgomery, AL 36103-4539


20150529000178390 1/7 \$41.00
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Shelby Ridge Properties, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
100 Perry Hill Road

CITY
Montgomery

STATE
AL

POSTAL CODE
36109

COUNTRY
USA

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
limited liability company

1f. JURISDICTION OF ORGANIZATION
Alabama

1g. ORGANIZATIONAL ID #, if any

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
Shelby Ridge Acquisition Corporation

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS
100 Perry Hill Road

CITY
Montgomery

STATE
AL

POSTAL CODE
36109

COUNTRY
USA

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION
corporation

2f. JURISDICTION OF ORGANIZATION
Alabama

2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Branch Banking and Trust Company

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
387 Fairhope Avenue

CITY
Fairhope

STATE
AL

POSTAL CODE
36532

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

The items described on Exhibit A attached hereto and made a part hereof which are now or hereafter located on the land described on Exhibit B attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:

LESSEE/LESSOR

CONSIGNEE/CONSIGNOR

BAILEE/BAILOR

SELLER/BUYER

AG. LIEN

NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]

All Debtors

Debtor 1

Debtor 2

8. OPTIONAL FILER REFERENCE DATA
To be filed with Shelby County JOP

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

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
Shelby Ridge Properties, LLC
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):

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 B attached hereto.

17. MISCELLANEOUS:

EXHIBIT A

Collateral

Debtors hereby grant to Secured Party a first priority Security Interest under the UCC in all of Debtors' right, title and interest in and to each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising (collectively, the "**Collateral**");

(1) all of Debtors' right, title and interest in and to the land described on Exhibit B hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditments, appurtenances, rights, privileges, immunities, pertaining or applicable to said real property and interests therein (the "**Land**");

(2) all items of personal property and fixtures of Debtors, or any of them, that are now or at any time hereafter situated in, on or about any of the Land, including, but not limited to, all machinery, apparatus, equipment, fittings, furniture, fixtures and other tangible personal property now or hereafter owned by Debtors, or any of them, or in which Debtors, or any of them, have or acquire an interest, used in Debtors' business operations on the Real Property (as defined below) or in connection therewith, of any kind and description (the "**Personal Property**");

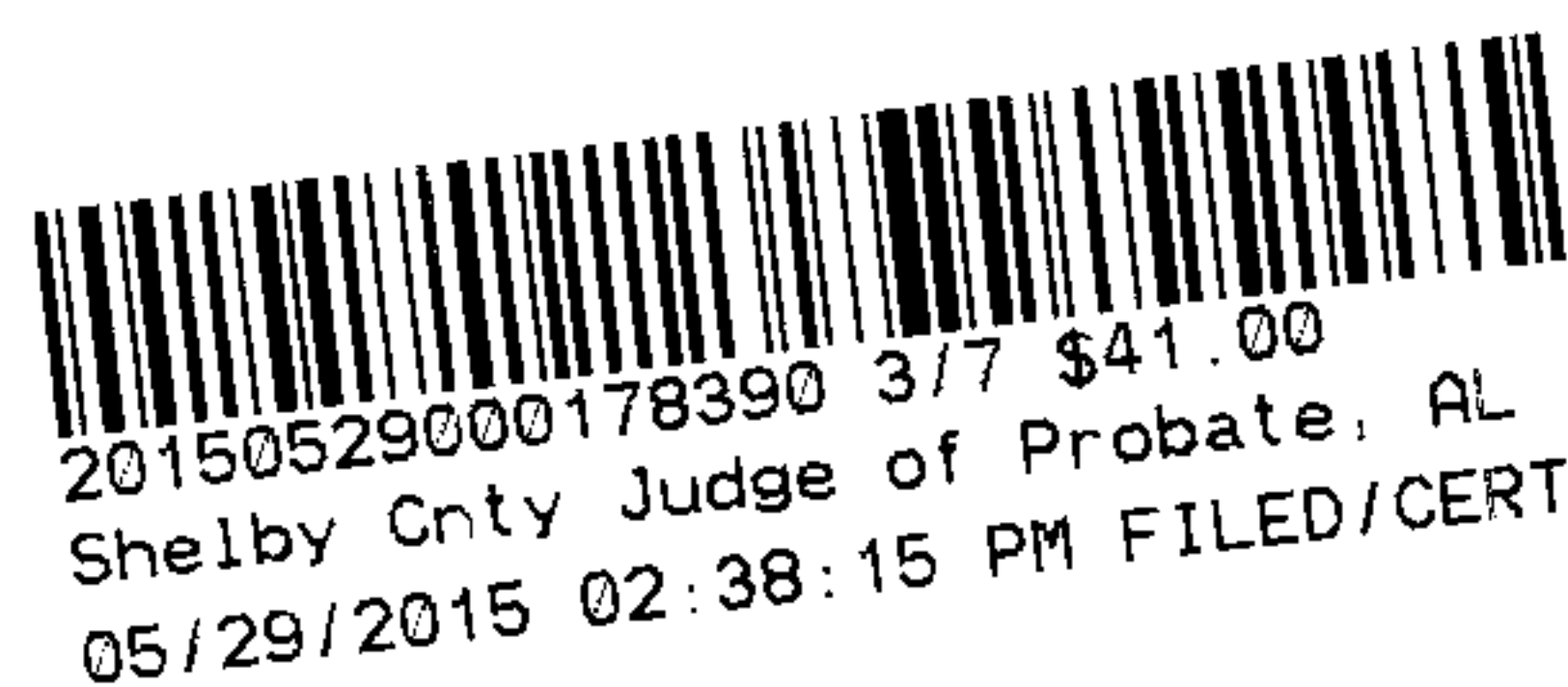
(3) all interest of Debtors, or any of them, in all buildings and other structures and improvements now or hereafter located on or about the Land (the "**Improvements**"; together with the Land, the "**Real Property**");

(4) all other machinery, equipment and fixtures (including, but not limited to, all trade, domestic and ornamental fixtures) owned by Debtors, or any of them, now or hereafter located on the Real Property, whether actually or constructively attached or affixed thereto or to any buildings, structures or other improvements located thereon;

(5) all right, title and interest of Debtors, and each of them, in, to and under the Lease Agreement by and between Owner and Operator dated as of May 27, 2015, and related to the Real Property, and all right, title and interest of Debtors, and any of them, in and to all resident leases and occupancy agreements;

(6) all right, title and interest of Debtors, and any of them, in and to all contracts, licenses, approvals, warranties and agreements related to the operation of the Shelby Ridge Nursing Home located on the Real Property (the "**Nursing Home**") or otherwise related to the Real Property or to any facilities that may be constructed on the Real Property in the future, including any plans, specifications and contracts therefor;

(7) all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to Debtors, or any of them, with respect to the Real Property as a result of the exercise of the right of eminent domain, any damage to or destruction of the Real Property or any part thereof, or any other injury to or decrease in the value of the Real Property, and all right, title and interest of the Debtors in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Real Property;



(8) the Lease Agreement between Shelby Ridge Properties, LLC, as landlord, and Shelby Ridge Acquisition Corporation, as tenant, covering the Nursing Home and dated May 27, 2015, including all modifications, extensions or renewals thereof or substitutions or replacements therefor;

(9) all leases, occupancy, or license agreements of or relating to the Real Property or some portion thereof, such as, but not limited to, resident admission agreements;

(10) all Receivables;

(11) all Inventory;

(12) all Equipment;

(13) all Instruments and Contract Rights;

(14) all Documents, policies and certificates of insurance, securities, Chattel Paper and other documents and instruments evidencing or pertaining to any and all items of Collateral;

(15) all files, correspondence, computer programs, tapes, disks and related data processing software which contain information identifying or pertaining to any of the Receivables, Equipment, Inventory or any Account Debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof; and,

(16) all products and proceeds of any other item of Collateral.

(17) Any and all other real or personal property of every kind and nature from time to time hereafter conveyed, mortgaged, pledged, assigned or transferred to Secured Party, by delivery or by writing of any kind, as and for additional security hereunder by Debtors, or any of them, or by anyone on behalf of, or with the written consent of Debtors, or any of them.

It is the intent hereof that the Collateral described herein shall include all real and personal property of Debtors and each of them used in or necessary for the operation of the Nursing Home.


Definitions:

"Account Debtor" means a person or entity who is obligated on a Receivable.

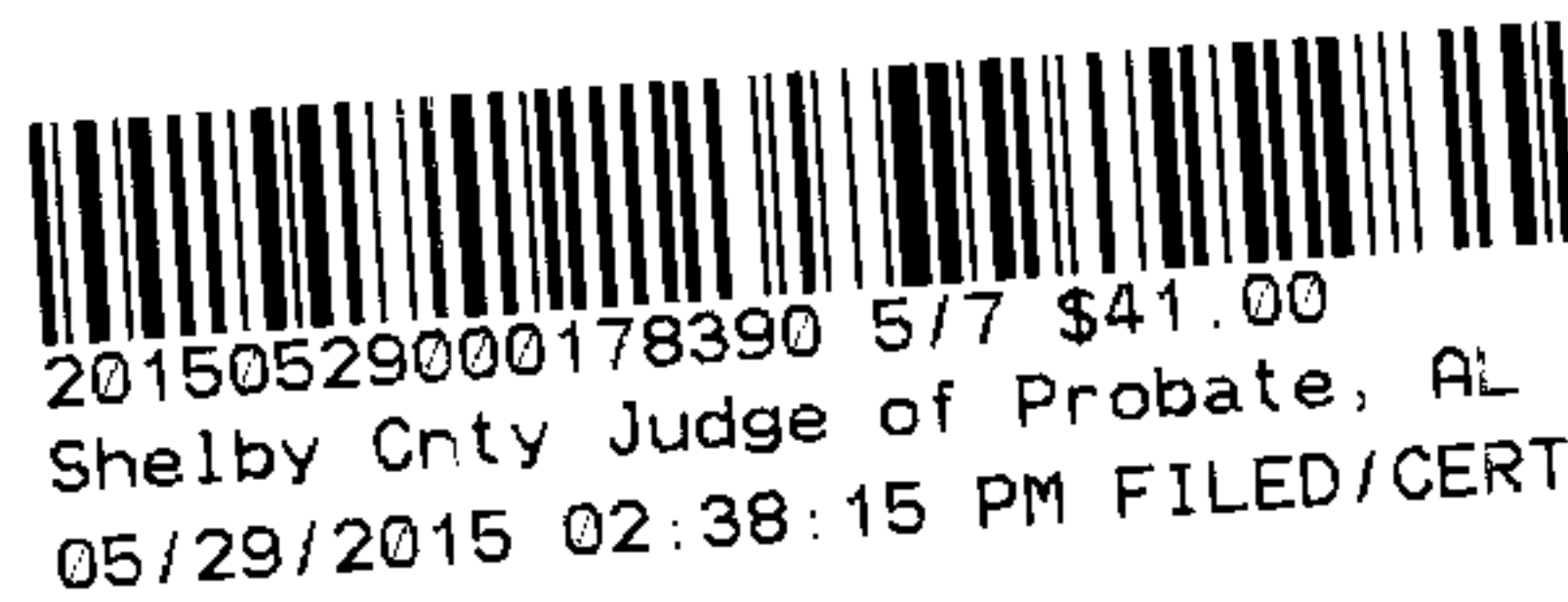
"Chattel Paper" means a writing or writings which evidence a debt and a security interest in or lease of goods.

"Contract Rights" means any rights under contracts not yet earned by performance and not yet evidenced by an Instrument or Chattel Paper.

"Document" means a bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the Document and the goods it covers, whether negotiable or non-negotiable.


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"Inventory" means and includes all inventory of Debtors or either of them located on the Mortgaged Site or used in the business operations of Debtors or either of them on the Mortgaged Site, now or hereafter existing, including, without limitation, all supplies of every nature and description.

"Equipment" means and includes the personal property and all other machinery, apparatus, equipment, fittings, furniture, fixtures and other tangible personal property of every kind and description owned by Debtors or either of them (including leasehold interests) and used in Debtors' or either of their business operations conducted on the Mortgaged Site or owned or leased by Debtors or either of them for use on or in connection with its or their business operations located on the Mortgaged Site, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements thereof, excluding, however, rolling stock, and related parts, accessories and special tools.

"General intangible" means any personal property, including things in action, other than accounts, Chattel Paper, commercial tort claims, deposit accounts, Documents, goods, Instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. The term includes payment intangibles and software.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Government Receivables" means, collectively, any and all Receivables which are (a) Medicare Receivables, (b) Medicaid Receivables or (c) any other Receivables payable by a Governmental Authority approved by Secured Party.

"Instrument" means and includes all negotiable instruments, documentary drafts, Chattel Paper and other writings which evidence a right to payment of money for goods and inventory sold or leased or for services rendered.

"Medicaid" means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§1396 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative, reimbursement, guidelines and requirements of all Governmental Authorities promulgated in connection with such program (whether or not having the force of law), in each case the same may be amended, supplemented or otherwise modified from time to time.

"Medicaid Receivables" means Receivables payable by Medicaid.

"Medicare" means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§1395 et seq.) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and

administrative, reimbursement, guidelines and requirements of all Governmental Authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

“Medicare Receivables” means Receivables payable by Medicare.

“Mortgaged Site” means the Nursing Home as described in Exhibit B hereto together with all buildings, structures and other facilities now or hereafter located thereon constituting real property and any additional land or other real property which under the terms hereof is or becomes part of the Collateral.

“Nursing Home” means the Shelby Ridge Nursing Home located on the Mortgaged Site.

“Receivables” means and includes any and all rights of Debtors or either of them to the payment of money or other forms of consideration of any kind (whether defined or classified under the Uniform Commercial Code as Accounts, Contract Rights, Chattel Paper, Documents, Instruments, General Intangibles or otherwise) including, but not limited to, other accounts receivable, Third Party Payor reimbursements, letters of credit and the right to receive payment thereunder, tax refunds, insurance proceeds, notes, drafts, acceptances, and all other debts, obligations and liabilities due Debtors or either of them in whatever form and from whatever person or entity and further including all cash and non-cash proceeds of any of the foregoing.

“Third Party Payors” means any Governmental Authority, insurance company, health maintenance organization, preferred provider organization or similar entity that is obligated to make payments with respect to a Receivable.



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Exhibit B

Lot 1, according to the Final Plat of Shelby Ridge Nursing Home Survey, as recorded in Map Book 34, Page 60, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all of Shelby Ridge Properties, LLC's beneficial real estate interest in that certain Drainage Easement between Baptist Health System, Inc. and Shelby Ridge Properties, LLC dated 1/1/2005 recorded at 20050112000018050 on 1/12/2005.

