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UCC1 1/9

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Susan Travers Stern 310/231-6656
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Jones, Ackerman &amp; Corman LLP 10960 Wilshire Boulevard, Suite 1225 Los Angeles, California 90024 Attention: Susan Travers Stern</div>

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 STV ONE NINETEEN SENIOR LIVING, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1200 Corporate Drive, Suite 225		CITY Birmingham	STATE AL	POSTAL CODE 35242
			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 Federal Home Loan Mortgage Corporation				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 8200 Jones Branch Drive		CITY McLean	STATE VA	POSTAL CODE 22102-3110
			COUNTRY USA	

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

All personal property, improvements, fixtures and other properties and interests of Debtor which are now owned or hereafter acquired and used in connection with the property more particularly described on Exhibit "A", including, without limitation, all items described in Exhibit "B" attached hereto and made a part hereof for all purposes.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Client No. 3941.31 Somerby at St. Vincent's One Nineteen [Shelby County] Freddie Mac Loan No. 708679900	

## 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

STV ONE NINETEEN SENIOR LIVING, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

CBRE Capital Markets, Inc.

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

929 Gessner, Suite 1700

CITY

Houston

STATE

TX

POSTAL CODE

77024

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ 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☒ 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:

Debtor Name: STV ONE NINETEEN SENIOR LIVING, LLC

**Financing Statement  
Exhibit A**

**LEGAL DESCRIPTION**

Lot 1-B, according to the 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  $3^{\circ}53'00''$  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  $76^{\circ}04'07''$  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  $58^{\circ}04'29''$  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  $47^{\circ}12'36''$  thence  $78^{\circ}56'03''$  to the left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of the 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  $90^{\circ}00'00''$  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  $90^{\circ}00'00''$  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  $24^{\circ}29'13''$ ; 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) 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 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 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.

Together with access and other easements and privileges set forth in Greystone Commercial Declaration of Covenants, Conditions and Restrictions as recorded in Book 314, page 506, First Amendment to Declaration as recorded in Instrument 1996-531, Second Amendment to Declaration as recorded in Instrument 1996-532, Third Amendment to Declaration as recorded in Instrument 2000-38942, Assignment of Developer Rights as recorded in Instrument 2001-35832, Confirmation of Approval and Waiver as recorded in Instrument 20020911000436060, Assignment and Assumption of Developer Rights as recorded in Instrument 20160512000163130, in the Probate Office of Shelby County, Alabama, including an access easement to that certain road lying between said Lot 2 and Lot 1 of said subdivision.

Together with access and other easements and privileges set forth in Restrictive Covenant and Reciprocal Easement Agreement as recorded in Instrument 20071228000583600, First Amendment to Restrictive Covenants and Reciprocal Easement Agreement as recorded in Instrument 20111221000387420, and Second Amendment to Restrictive Covenants and Reciprocal Easement Agreement as recorded in Instrument 20170428000146960, in the Probate Office of Shelby County, Alabama.

Together with a non-exclusive perpetual easement for emergency access as set forth in Emergency Access Easement as recorded in Instrument 20080618000249510, in the Probate Office of Shelby County, Alabama.

Debtor Name: STV ONE NINETEEN SENIOR LIVING, LLC

**FINANCING STATEMENT  
EXHIBIT B – SENIORS HOUSING**

(Revised 7-17-2014)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) **"Fixtures,"** which means all property owned by Debtor which is attached to the real property described in Exhibit A ("**Land**") and/or either (i) the improvements located on the Land ("**Improvements**") or (ii) the senior housing facility located on the Land ("**Facility**") ("**Property**" means the Land, and/or the Improvements, and/or the Facility) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and 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; swimming pools; and exercise equipment.
- (2) **"Personalty,"** which means all of the following:
  - (i) Accounts (including deposit accounts) of Debtor related to the Property.
  - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, dishes, silverware, glassware, kitchen equipment, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software), healthcare equipment, recreational equipment, pool equipment, dishes, silverware, glassware, and kitchen equipment.
  - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).

- (iv) Any operating agreements relating to the Land or the Improvements.
  - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
  - (vi) All other intangible property, general intangibles 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 and including subsidy or similar payments received from any sources, including a **"Governmental Authority"** (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, or the use, operation or improvement of the Mortgaged Property, or over Debtor including, without limitation, all applicable licensing or accreditation bodies or agencies (whether federal, state, county, district, municipal, city or otherwise, whether now or hereafter in existence, including without limitation, applicable non-governmental organizations, such as the Joint Commission on the Accreditation of Healthcare Organizations) that have or acquire jurisdiction over Debtor, an operator of the Facility (as pertains to the Facility), the Facility or the use, operation, improvement, accreditation, licensing or permitting of the Facility or the operations of the Facility).
  - (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement (**"Loan Agreement"**) evidencing and securing the loan secured by this financing statement (**"Loan"**).
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
  - (4) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
  - (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor's interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease (**"Leasehold Estate"**), the Improvements, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu of such a taking.

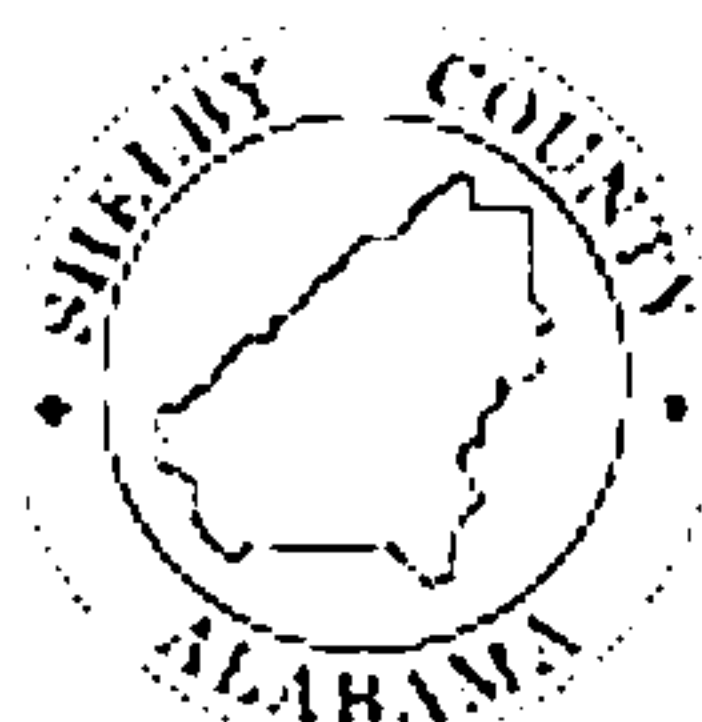
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (7) All "**Rents**," which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.
- (8) All "**Leases**," which means all present and future leases, master leases, operating leases, subleases, licenses, concessions or grants or other possessory interests, including master leases and operating leases and agreements, in force now or after the date this financing statement is recorded or filed, whether oral or written, covering or affecting the Property or its operation, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals, and all occupancy agreements (including both residential and commercial agreements), patient admission or resident care agreements.
- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All "**Imposition Reserve Deposits**," which means all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property.
- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Loan Agreement).
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "**Cap Agreements**"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan

Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:

- (i) Any and all moneys (collectively, "**Cap Payments**") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("**Cap Provider**").
- (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, existing or arising after the date this financing statement is recorded or filed.
- (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded or filed, granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.
- (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
- (v) All cash and non-cash proceeds and products of any of the listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All payments received and all rights to receive payments from any source, which payments (or rights to such payments) arise from operation of or at the Property, including, without limitation, entrance fees, application fees, processing fees, community fees and any other amounts or fees deposited or to be deposited by any resident or tenant, payments received and the right to receive payments of second party charges added to base rental income, base and additional meal sales, payments received and rights to receive payments from commercial operations located at or on the Property or provided as a service to the occupants of the Property, rental from guest suites, seasonal lease charges, rental payments under furniture leases, income from laundry service, and income and fees from any and all other services provided to residents of the Property.
- (17) All rights to payments from any Medicare, Medicaid, TRICARE programs or similar federal, state, local or any other third party payors' programs or other similar provider payment programs, or any so-called "waiver program" associated therewith as well as rights to payment from private insurers, arising from the operation of the Property.
- (18) Any license, permit, regulatory agreement, certificate, approval, certificate of need or similar certificate, authorization, accreditation, approved provider status in any approved provider payment program, or approval issued by an applicable state department of health

(or any subdivision of such a department) or state licensing agency, as applicable, in each instance whether issued by a governmental authority or otherwise, used in connection with, or necessary or desirable to use, occupy or operate the Property for its intended use, including the provision of all goods and services to be provided by Debtor or the operator of the Property to the residents of the Property (collectively, "**Licenses**").

- (19) Any present or future contract for the provision of goods or services (or with respect to payment for such goods or services), together with all modifications, extensions and renewals, in connection with the operation or management of the Property (other than Leases), including without limitation (a) those with the Debtor or an operator of the Property and (b) any contract pursuant to which payments arising from operation of or at the Property are to be made by or pursuant to Medicare, Medicaid or TRICARE programs or similar federal, state or local programs or agencies or private insurers, together with all modifications, extensions or renewals (collectively, "**Contracts**"), including without limitation, operating contracts, franchises, licensing agreements, healthcare services contracts, food service contracts and other contracts for services related to the operation of the Property.
- (20) All utility deposits.
- (21) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.
- (22) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.



Filed and Recorded  
 Official Public Records  
 Judge James W. Fuhrmeister, Probate Judge,  
 County Clerk  
 Shelby County, AL  
 04/28/2017 02:15:31 PM  
 \$46.00 CHERRY  
 20170428000147500