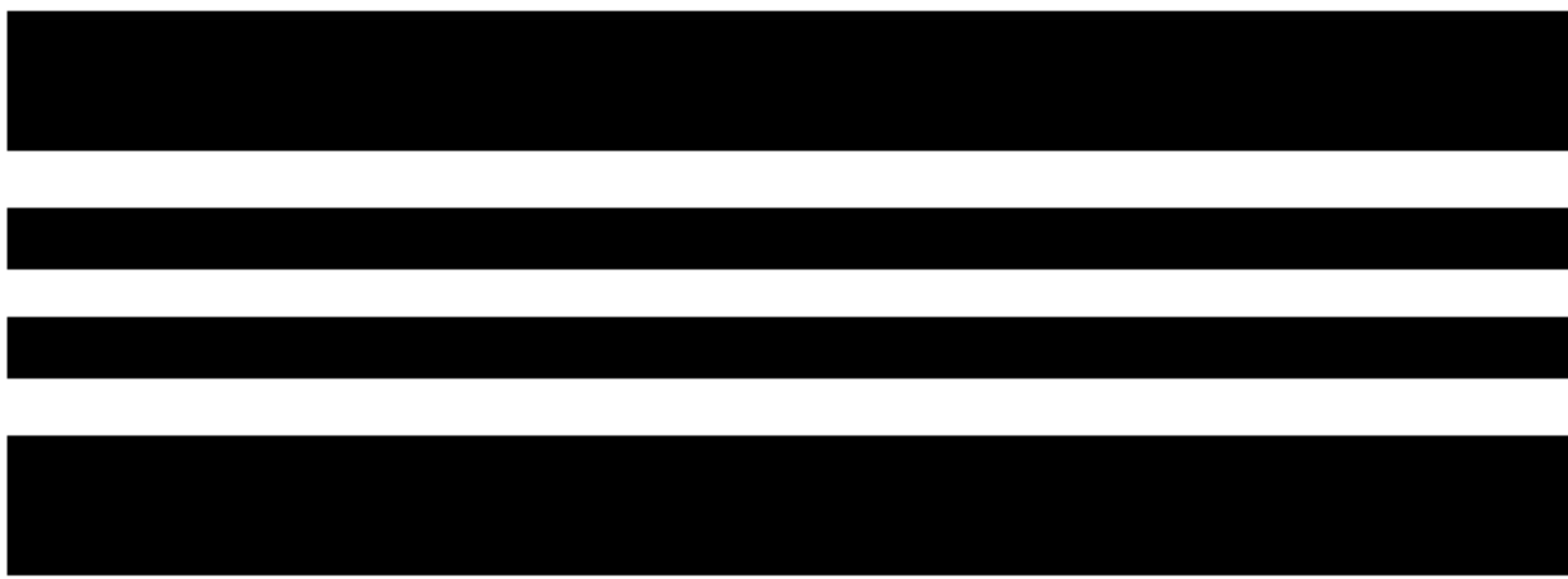




UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 31153 - CAPITAL ONE	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	95942832 ALAL FIXTURE
File with: Shelby, AL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20190221000055020 2/21/2019 CC AL Shelby	1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8	
4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. ☐ PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: <u>AND</u> Check <u>one</u> of these three boxes to: This Change affects ☐ Debtor <u>or</u> ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c ☐ ADD name: Complete item 7a or 7b, <u>and</u> item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)	
6a. ORGANIZATION'S NAME BIRMINGHAM AL SENIOR PROPERTY LLC	
OR	6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
7c. MAILING ADDRESS	CITY STATE POSTAL CODE COUNTRY
8. ☐ COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor	
9a. ORGANIZATION'S NAME Fannie Mae	
OR	9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: BIRMINGHAM AL SENIOR PROPERTY LLC 95942832 402110831	SOMERBY ST. VINCENT'S ONE
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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20190221000055020 2/21/2019 CC AL Shelby		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form		
OR	12a. ORGANIZATION'S NAME Fannie Mae	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
OR	13a. ORGANIZATION'S NAME BIRMINGHAM AL SENIOR PROPERTY LLC		
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:
BIRMINGHAM AL SENIOR PROPERTY LLC - c/o BSH II Holdings 2, LLC 1000 Legion Place, Suite 1600 , Orlando, FL 32801

Secured Party Name and Address:
Fannie Mae - c/o Capital One, National Association 2 Bethesda Metro Center, 10th Floor , Bethesda, MD 20814
Capital One, National Association - 2 Bethesda Metro Center, 10th Floor , Bethesda, MD 20814

1) Capital One, National Association



15. This FINANCING STATEMENT AMENDMENT: ☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing	17. Description of real estate: Please see Exhibit A attached hereto and made a 11art hereof.
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)
(Seniors Housing)**

DEBTOR: BIRMINGHAM AL SENIOR PROPERTY LLC
c/o BSH II HOLDINGS 2, LLC
1000 LEGION PLACE, SUITE 1600
ORLANDO, FLORIDA 32801

SECURED PARTY: FANNIE MAE
C/O CAPITAL ONE, NATIONAL ASSOCIATION
2 BETHESDA METRO CENTER, 10TH FLOOR
BETHESDA, MD 20814

This financing statement covers the following types (or items) of property (the “**Collateral Property**”):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the “**Property**”), including any future replacements, facilities, and additions and other construction on the Property (the “**Improvements**”);

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); all kitchen or restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements or related furniture and equipment; including all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts, and substitutions of the

foregoing, and the proceeds thereof (cash and non-cash, including insurance proceeds) and any other equipment, supplies, or furniture owned by Debtor and leased to any third party service provider or any operator or manager of the Property or the Improvements; and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or is located on the Property or in the Improvements (the “**Goods**”);

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

4. Personality.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the management or operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personality**”);

5. Other Rights.

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 Property 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;

6. Insurance Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the

Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of any part of the Collateral Property entered into by Debtor now or in the future, and any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or management of the Property or the Improvements, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, furniture rental income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, any resident and tenant security deposits, entrance fees, application fees, processing fees, community fees, late fees, and any other amounts or fees paid by any resident or tenant upon execution of a Lease, together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Property or the Improvements, and the payments and the right to receive payments from residents or Medicaid programs or similar federal, state or local programs, boards, bureaus or agencies, due for the rents or services of residents at the Property and Improvements (the “**Rents**”);

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof, all residency, occupancy, admission, and care agreements pertaining to residents of the Property and Improvements (the “**Leases**”) and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

13. Refunds or Rebates.

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 Security Instrument is dated);

14. Names.

All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property but excluding any rights to the names "Somerby St. Vincent's One Nineteen," "Somerby at St. Vincent's One Nineteen," and "Memory Care at St. Vincent's One Nineteen," and associated trademark rights (collectively, the "Brand Rights"), provided that, to the extent Debtor has a right to grant Secured Party a license, Secured Party shall have an irrevocable license, coupled with an interest and for which consideration has been paid and received, to use any signage or other materials bearing the Brand Rights that exist on any of the Collateral Property on the date Secured Party acquires any of the Collateral Property through a foreclosure event, in connection with operating any of the Collateral Property for a period not to exceed one hundred eighty (180) days after the date Secured Party acquires any of the Collateral Property through a foreclosure event;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the Debtor's management and operation of the Property and Improvements as a seniors housing facility.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC or the meanings set forth in that certain Amended and Restated Master Credit Facility Agreement between Debtor and others and Secured Party, entered into on or about February 15, 2019.

[Remainder of Page Intentionally Blank]

**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Borrower)
(Seniors Housing)**

LEGAL DESCRIPTION OF SOMERBY OF ST. VINCENT'S ONE NINETEEN

PARCEL 1:

LOT 1-B, ST. VINCENT'S HOSPITAL HIGHWAY NO. 119 SURVEY, MAP BOOK 39, PAGE 103 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

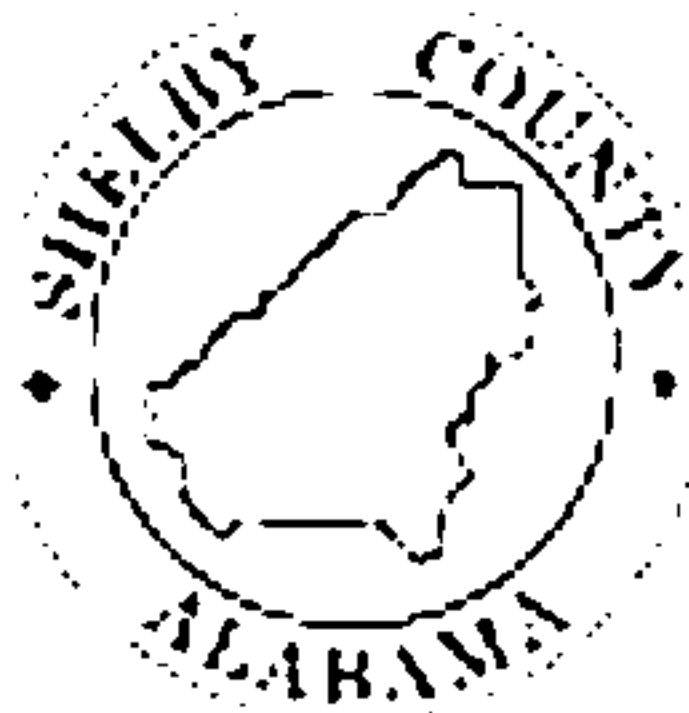
BEGIN AT THE SOUTHEASTERLY CORNER OF LOT 1, GREYSTONE - 3RD SECTOR AS RECORDED IN MAP BOOK 14, PAGE 79 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREYSTONE WAY AS RECORDED IN MAP BOOK 29, PAGE 123 IN THE OFFICE OF THE JUDGE 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°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°04'07" TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 352.05 FEET TO A POINT; THENCE 58°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°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 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 A DISTANCE OF 39.65 FEET TO A POINT; THENCE 90°00'00" TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 25.00 FEET TO A POINT; THENCE 90°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°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°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°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°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 313.84 FEET TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY, SAID PARCEL BEING KNOWN AS 200 ONE NINETEEN BOULEVARD, BIRMINGHAM, AL 35242, TAX PARCEL NO. 03-9-32-0-001-005.005.

PARCEL 2:

BENEFICIAL EASEMENT SET FORTH IN RESTRICTIVE COVENANTS AND RECIPROCAL EASEMENT AGREEMENT RECORDED AS INSTRUMENT NO. 20071228000583600, AS AMENDED IN INSTRUMENT NO. 20111221000387420, AND AS FURTHER AMENDED BY SECOND AMENDMENT RECORDED AS INSTRUMENT NO. 20170428000146960.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/09/2023 08:20:59 AM
 \$53.00 MOLLY
 20231109000329410

Alvin S. Beal