### **UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY	
A. NAME & PHONE OF CONTACT AT FILER [optional]	
James L. Webb (205) 521-8808	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	:
James L. Webb, Esq. Bradley Arant Boult Cummings LLP One Federal Place 1819 Fifth Avenue North Birmingham, AL 35203	

Shelby Cnty Judge of Probate, AL 05/10/2012 02:43:39 PM FILED/CERT

	THE ABOVE SPACE IS FOR FILING OFFICE USE				ONLY			
-			E - insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or con	nbine names		······································	······································
•	1a. ORGANIZATION'S NA		. 7 % 275					
	Shelby Medical C		pment, LLC					
UK	1b. INDIVIDUAL'S LAST N	IAME		FIRST NAME	M	DDLE N	AME	SUFFIX
1c. M	IAILING ADDRESS		······································	CITY	ST	ATE	POSTAL CODE	COUNTRY
				Birmingham	A	L		USA
		ADD'L INFO RE	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGA	NIZATION 1g	ORGA	NIZATIONAL ID#. if any	
		ORGANIZATION DEBTOR	LLC	Alabama				NONE
2. A	DDITIONAL DEBTOR	'S EXACT FULL	LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not a	bbreviate or combine name	·S		
	2a. ORGANIZATION'S NA	ME						······································
OR	2b. INDIVIDUAL'S LAST N	IAME	· · · · · · · · · · · · · · · · · · ·	FIRST NAME	MI	DDLE N	AME	SUFFIX
2c. N	AILING ADDRESS		· <del>-</del> ······	CITY	ST	ATE	POSTAL CODE	COUNTRY
		ADD'L INFO RE	2e TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGA	NIZATION 2g	. ORGA	NIZATIONAL ID# if any	
		ORGANIZATION DEBTOR			***************************************			NONE
3. S	ECURED PARTY'S	NAME (or NAME	of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> secured p	arty name (3a or 3b)			
Ī	3a. ORGANIZATION'S NA	ME				•		
	IBERIABANK							
OR	3b. INDIVIDUAL'S LAST N	IAME		FIRST NAME	MI	DDLE N	IAME	SUFFIX
3c. N	AILING ADDRESS	<del></del>		CITY	ST	ATE	POSTAL CODE	COUNTRY
2	2340 Woodcrest P	lace		Birmingham	A	L	35209	USA

4.	This FINANCING	STATEMENT	covers th	ne following	collateral

See Schedule I attached hereto and made a part hereof

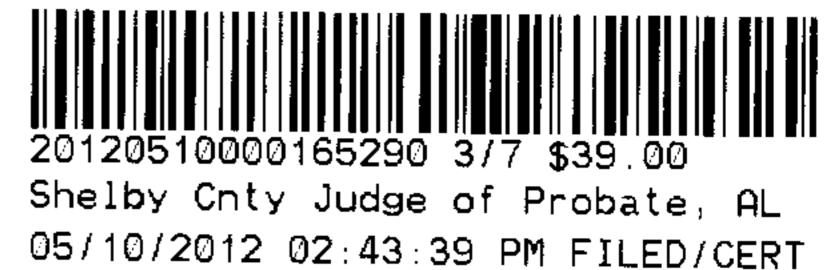
5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum	for record] (or recorded) in	the REAL 7. Check to REC [if applicable] [ADDITIONAL	UEST SEARCH REPOR	<pre>{T(S) on Debtor(s) {optional}</pre>	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
Filed with the Office of the Judge	of Probate of She	lby County (202102-3)	01001)			

# UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a. ORGANIZATION'S NAME Shelby Medical Office Development, LLC 9b. INDIVIDUAL'S LAST NAME FIRST NAME 10. MISCELLANEOUS:

2/7 \$39.00
20120510000100230 2.
Shelpy City 50035

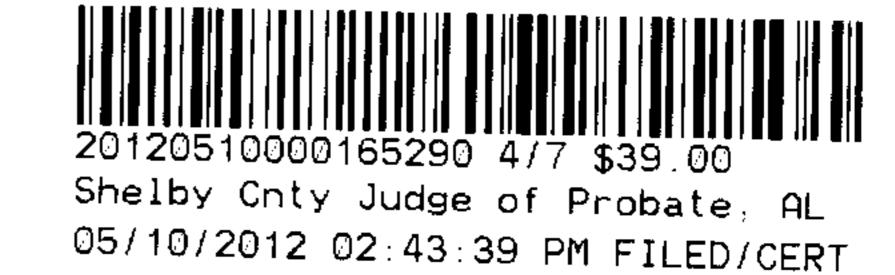
### THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

		NAME - insert only <u>on</u>	e name (11a or 11b) - do not abbreviate or combin	e names		
11a. ORGANIZATION'S N	AME					
OR 11b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	SUFFIX	
c. MAILING ADDRESS	······································	<u></u>	CITY	STATE	POSTAL CODE	COUNTRY
<u> </u>	ADD'L INFO RE 11e. TY ORGANIZATION DEBTOR	PE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. OR0	GANIZATIONAL ID#, if a	ny $\square_{\mathbb{N}}$
. ADDITIONAL SEC	URED PARTY'S ou	ASSIGNOR S/P	'S NAME - insert only <u>one</u> name (12a or 12b)			
2		<u>-</u>		. <b>. </b>		<b></b>
12b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
c. MAILING ADDRESS	<u> </u>		CITY	STATE	POSTAL CODE	COUNTRY
. This FINANCING STATEN collateral, or is filed as a . Description of real estate	X fixture filing.	e cut or as-extracte	d 16. Additional collateral description			
See Schedule	I attached her	eto				
and made a pa	art hereof.					
i. Name and address of a R (if Debtor does not have a	RECORD OWNER of above-de record interest):	escribed real estate				
					·	
			17. Check <u>only</u> if applicable and check <u>only</u> on Debtor is a Trust or Trustee acting		property held in trust or	Decedent's E
			18. Check <u>only</u> if applicable and check <u>only</u>	one box.		
			Debtor is a TRANSMITTING UTILITY  Filed in connection with a Manufactured-	-Home Transactio	n — effective 30 years	
			Filed in connection with a Public-Finance	e Transaction — e	effective 30 years	



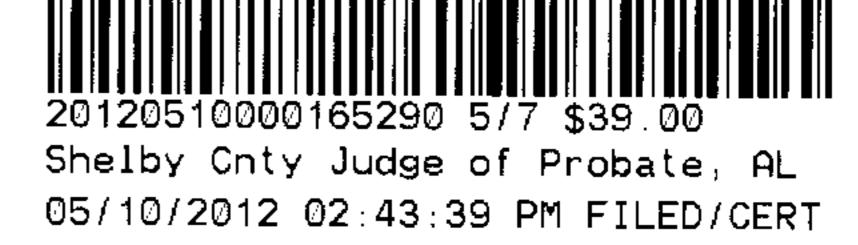
## SCHEDULE I TO UCC FINANCING STATEMENT BY AND BETWEEN SHELBY MEDICAL OFFICE DEVELOPMENT, LLC, AS DEBTOR AND IBERIABANK, AS SECURED PARTY

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings, appurtenances, and fixtures now or hereafter situated thereon (the "Improvements").
- B. all (i) streets, roads, alleys, permits, easements, licenses, rights-of-way, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Real Estate or the Improvements; (ii) strips or gores between the Real Estate and abutting or adjacent properties; (iii) options to purchase the Real Estate or the Improvements or any portion thereof or interest herein, and any greater estate in the Real Estate or Improvements; (iv) water, water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Real Estate; (v) development rights and credits and air rights and (vi) other contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases");
  - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
  - (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Real Estate or the Improvements, together



with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents;" provided, however, so long as no Event of Default has occurred, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

- (iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.
- All building and construction materials and supplies, inventory, equipment, fixtures, systems, machinery, furniture, furnishings, goods, tools, apparatus and fittings of every kind or character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the complete and proper planning, development, use, occupancy or operation of the Real Estate and Improvements, or acquired (whether delivered to the Real Estate or elsewhere) for use or installation in or on the Real Estate or the Improvements, wherever the same may be located, which are now or hereafter attached to or situated in, on or about the Real Estate and the Improvements, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building and construction materials and supplies, equipment and fixtures of every kind and character used or useful in connection with the Improvements, and all renewals and replacements of, substitutions for and additions to any of the foregoing.
- E. All (i) plans and specifications for the Improvements, (ii) the Debtor's rights, but not liability for any breach by the Debtor, under all commitments (including any commitments for financing to pay any of the Debt), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), interest rate protection agreements, contracts and agreements for the design, construction, renovation, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to the Real Estate or the Improvements



or Personal Property (hereafter defined) or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Real Estate or the Improvements or Personal Property (including the Debtor's right in tenants' security deposits, deposits with respect to utility services to the Real Estate, and any deposits, deposit accounts or reserves hereunder or under any other Loan Document (as defined in the Loan Agreement) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (whether tangible or electronic) arising from or by virtue of any transactions related to the Real Estate or Improvements, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Real Estate and Improvements, (vi) as-extracted collateral produced from or allocated to the Real Estate, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (vii) engineering, accounting, title, legal and other technical or business data concerning the Real Estate and Improvements, including software, which are in the possession of the Debtor or in which the Debtor can otherwise grant a security interest.

- All (i) accounts and proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to hereinabove, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), payable because of a loss sustained to all or part of the Real Estate or Improvements (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasipublic use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, (ii) letter-of-credit rights (whether or not the letter of credit is evidenced by writing) the Debtor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, (iii) commercial tort claims the Debtor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, and (iv) other interests of every kind and character which the Debtor now has or hereafter acquires in, or for the benefit of the properties, rights, titles and interests referred to hereinabove and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests.
- G. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

H. All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to in Granting Clauses A through G hereinabove.

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### EXHIBIT A

## [Legal Description]

A parcel of land situated in the Southeast ¼ of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeast corner of Lot 25 of the Nickerson-Scott Survey as recorded in the Probate Office of Shelby County in Map Book 3, Page 34; thence run North along the East line of said Lot 25, a distance of 26.00 feet; thence turn an interior angle to the right of 90 degrees 04 minutes 15 seconds, for a distance of 74.00 feet; thence turn an interior angle of 270 degrees 09 minutes 44 seconds to the right, for a distance of 200.00 feet to the Southerly right of way line of 5th Avenue Northeast; thence turn an interior angle of 90 degrees 09 minutes 44 seconds to the right and run along said right of way, for a distance of 100.00 feet; thence turn an interior angle of 89 degrees 49 minutes 39 seconds to the right, for a distance of 179.00 feet to the Easterly right of way line of U.S. HWY 31; thence turn an interior angle of 91 degrees 12 minutes 16 seconds to the right and run along said right of way, for a distance of 250.00 feet; thence turn an interior angle of 88 degrees 46 minutes 20 seconds to the right, for a distance of 49.98 feet; thence turn an interior angle of 89 degrees 59 minutes 42 seconds to the right, for a distance of 49.98 feet; thence turn an interior angle of 80 degrees 46 minutes 35 seconds to the right and run along said East line, for a distance of 202.61 feet; thence turn an interior angle of 90 degrees 09 minutes 43 seconds to the right for a distance of 80.75 feet to the point of beginning.

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