

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Laurie H. Zimmer (205) 458-5132
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Ray D. Gibbons, Esq. Burr & Forman LLP 420 North Twentieth Street Suite 3100 Birmingham, Alabama 35203

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 SMCMOB II, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1900 International Park Drive, Suite 100			CITY Birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION Alabama		1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 Wachovia Bank, National Association, successor by merger to SouthTrust Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS P.O. Box 2554, Attention: Medical Properties Finance			CITY Birmingham	STATE AL	POSTAL CODE 35290	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto.

This UCC-1 Financing Statement is being filed as additional security for the Leasehold Mortgage/Mortgage and Security Agreement recorded as Instrument No. 1998-15830 and to replace the UCC-1 Financing Statement filed as Instrument No. 1998-15832 which has lapsed.

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) [OPTIONAL FEE]		[optional] All Debtors Debtor 1 Debtor 2		
8. OPTIONAL FILER REFERENCE DATA Filed with: Judge of Probate of Shelby County, Alabama							

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME		
	SMCMOB II, L.L.C.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Baptist Health System, Inc.
Shelby Baptist Medical Center
P.O. Box 488
Alabaster, Alabama 35007

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years

SCHEDULE I

All of Debtor's right, title and interest, of whatever kind, nature or description, in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All of Debtor's right, title and interest, of whatever kind, nature or description, in and to the real property located in Shelby County, Alabama, specifically described on Exhibit A attached hereto and made a part hereof (herein referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and 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 apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and secured by that certain Leasehold Mortgage/Mortgage and Security Agreement between Debtor and Secured Party and executed simultaneously herewith (as amended from time to time, the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same 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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, including, without limitation, those easements and rights granted pursuant to that certain Declaration of Easement dated as of April 29, 1998, executed by Baptist Health System, Inc. with respect to the property described therein as the "Servient Parcel" (as described on the attached Exhibit B) and the "Dominant Parcel", being the same property as described on the attached Exhibit A; and

(d) All rents, issues, profits and revenues of the Debtor from or with respect to the Project [as defined in that certain Construction Loan Agreement between the Debtor and the Secured Party and executed simultaneously herewith (as amended from time to time, the "Loan Agreement")] from time to time accruing (including without limitation all payments under the Building Lease or any other leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand

whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default hereunder or such collection is not otherwise restricted by this Mortgage.

(e) Debtor's leasehold estate and other interest(s), if any, under the Ground Lease, of whatever kind, nature or description, and all rights, title and interest pertaining thereto;

(f) Any and all monies, rights and properties, of every kind or description, which may from time to time be sold, assigned, transferred, pledged, delivered to, or deposited with Secured Party by the Debtor or on Debtor's behalf as additional security for the performance by the Debtor hereunder and under the Loan Agreement; and

(g) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to any of the foregoing.

Any capitalized term not specifically defined herein shall have the definition assigned to it in the Mortgage.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a crimped iron pipe accepted as the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said 1/4-1/4 Section 204.90 feet; thence deflect 76°56'27" and run to the left in a Northerly direction 149.06 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along the last described course in a Northerly direction 216.90 feet; thence turn an interior angle of 90°00'00" and run to the right in an Easterly direction 108.00 feet; thence turn an interior angle of 90°00'00" and run to the right in a Southerly direction 216.90 feet; thence turn an interior angle of 90°00'00" and run to the right in a Westerly direction 108.00 feet, more or less, to the POINT OF BEGINNING.

PARCEL II

The beneficial interest in and to an easement in, over, and under the following described land:

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, and the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, said point being a crimped iron pipe; thence South 88 deg. 34 min. 38 sec. East along the South boundary of said NW 1/4 of the NW 1/4 a distance of 316.17 feet; thence run along the arc of a curve to the right having a central angle of 90 deg. 05 min. 26 sec. and a radius of 35.00 feet in an Easterly to Southerly direction 55.03 feet; thence South 01 deg. 33 min. 20 sec. West a distance of 13.73 feet; thence South 88 deg. 26 min. 40 sec. A distance of 254.49 to a point; thence North 01 deg. 33 min. 20 sec. East a distance of 62.24 feet to a point; thence North 16 deg. 02 min. 33 sec. East for a distance of 197.45 feet to a point; thence run North 73 deg. 57 min. 27 sec. West for a distance of 222.35 feet to the Westerly right of way line of Main Street of the First Addition to Cedar Grove Estates as recorded in Map Book 3, Page 141 in the Probate Office of Shelby County, Alabama; thence North 15 deg. 36 min. 24 sec. East along said right of way a distance of 91.89 feet to the Southeast corner of Lot 13 of the aforementioned First Addition; thence North 74 deg. 09 min. 08 sec. West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05 deg. 45 min. 15 sec. West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73 deg. 55 min. 40 sec. West 243.14 feet to the Easterly right of way of U.S. Highway 31; thence South 15 deg. 49 min. 46 sec. West 150.53 feet along said right of way to the beginning of a curve to the left concave to the Southeast having a radius of 5629.65 feet; thence left through a central angle of 04 deg. 32 min. 59 sec. Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West;

thence South 88 deg. 34 min. 38 sec. East along said South boundary 14.42 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

LESS AND EXCEPT the above described Parcel I; and
LESS AND EXCEPT that portion located within the right-of-way of 2ND Street.

EXHIBIT "B"

DESCRIPTION OF SERVIENT PARCEL

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, and the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, said point being a crimped iron pipe; thence South 88 deg. 34 min. 38 sec. East along the South boundary of said NW 1/4 of the NW 1/4 a distance of 316.17 feet; thence run along the arc of a curve to the right having a central angle of 90 deg. 05 min. 26 sec. and a radius of 35.00 feet in an Easterly to Southerly direction 55.03 feet; thence South 01 deg. 33 min. 20 sec. West a distance of 13.73 feet; thence South 88 deg. 26 min. 40 sec. A distance of 254.49 to a point; thence North 01 deg. 33 min. 20 sec. East a distance of 62.24 feet to a point; thence North 16 deg. 02 min. 33 sec. East for a distance of 197.45 feet to a point; thence run North 73 deg. 57 min. 27 sec. West for a distance of 222.35 feet to the Westerly right of way line of Main Street of the First Addition to Cedar Grove Estates as recorded in Map Book 3, Page 141 in the Probate Office of Shelby County, Alabama; thence North 15 deg. 36 min. 24 sec. East along said right of way a distance of 91.89 feet to the Southeast corner of Lot 13 of the aforementioned First Addition; thence North 74 deg. 09 min. 08 sec. West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05 deg. 45 min. 15 sec. West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73 deg. 55 min. 40 sec. West 243.14 feet to the Easterly right of way of U.S. Highway 31; thence South 15 deg. 49 min. 46 sec. West 150.53 feet along said right of way to the beginning of a curve to the left concave to the Southeast having a radius of 5629.65 feet; thence left through a central angle of 04 deg. 32 min. 59 sec. Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West; thence South 88 deg. 34 min. 38 sec. East along said South boundary 14.42 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

LESS AND EXCEPT that portion located within the right-of-way of 2ND Street.