

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, L.L.C. | | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 1c. MAILING ADDRESS 2204 Lakeshore Drive, Suite 215 | | | CITY Birmingham | STATE AL | POSTAL CODE 35209 | 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. 1994-11312 and to replace the UCC-1 Financing Statement filed as Instrument No. 1994-11315 which was inadvertently terminated.

| | | | | | | | |
|---|--|---------------|---------------------|---------------|--------------|----------|----------------|
| 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 | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] | | All Debtors | | Debtor 1 | Debtor 2 | |

8. OPTIONAL FILER REFERENCE DATA

Filed with: Judge of Probate of Shelby County, Alabama

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9a. ORGANIZATION'S NAME

OR **SMCMOB, L.L.C.**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

| | |
|-------------|--------|
| MIDDLE NAME | SUFFIX |
|-------------|--------|

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME

OR 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

☐ NONE

| | | |
|-----|--------------------------------------|--|
| 12. | ADDITIONAL SECURED PARTY'S <i>or</i> | ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b) |
|-----|--------------------------------------|--|

12a. ORGANIZATION'S NAME

| | |
|----|-----------------------------|
| OR | 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.

16. Additional collateral description:

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. d/b/a Shelby Baptist
Medical Center
P.O. Box 488
Alabaster, Alabama 35007**

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

☐ Filled 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 the Leasehold Mortgage/Mortgage and Security Agreement between Debtor and Secured Party executed simultaneously herewith (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 January 1, 1994, as amended from time to time, executed by SMC 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 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 under the Mortgage or such collection is not otherwise restricted by the 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 under the Mortgage 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"

Parcel A:

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

Commence at the Northwest corner of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said 1/4 1/4 section a distance of 316.16 feet to a one inch crimped pipe, thence deflect 88 deg. 34 min. 47 sec. and run to the right in a Southerly direction a distance of 604.16 feet to a point, thence deflect 97 deg. 24 min. 49 sec. and run to the right in a Northwesterly direction a distance of 140.68 feet to the point of beginning of herein described tract; thence deflect 90 deg. 00 min. 00 sec. and run to the left in a Southwesterly direction a distance of 189.17 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northwesterly direction a distance of 102.94 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northeasterly direction a distance of 189.17 feet to a point, thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Southeasterly direction a distance of 102.94 feet to the point of beginning; being situated in Shelby County, Alabama.

Exhibit A - *continued*

Parcel C

A tract of land situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the SW $\frac{1}{4}$ of the NW ^{1/4} corner of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama said corner being marked by a none and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said 1/4-1/4 section a distance of 316.16 feet to a one inch crimped pipe, thence deflect 88 deg. 34 min. 47 sec. to the right and run in a Southeasterly direction a distance of 572.78 feet to a point; thence deflect 97 deg. 24 min. 49 sec. to the right and run in a Northwesterly direction a distance of 115.45 feet to the Point of Beginning of the herein described tract; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southwesterly direction a distance of 152.64 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northwesterly direction a distance of 22.48 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northeasterly direction a distance of 122.02 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Northwesterly direction a distance of 102.94 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southwesterly direction a distance of 11.04 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northwesterly direction a distance of 27.83 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northeasterly direction a distance of 41.66 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Southeasterly direction a distance of 153.25 feet to the Point of Beginning.

EXHIBIT B

Parcel B:

All beneficial rights and easements granted to SMCMOB, an Alabama Limited Liability Company by the "DECLARATION OF EASEMENT" dated January 1, 1994 by and between Shelby County Health Care Authority d/b/a Shelby Medical Center and SMCMOB, an Alabama Limited Liability Company as recorded by Inst. No. 1994-11310 in the Probate Office of Shelby County, Alabama, subject to the non-beneficial covenants, provisions, duties, burdens, and obligations therein.