

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ray D. Gibbons, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

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

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

llc

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

☒ 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

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ 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

IberiaBank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

2340 Woodcrest Place

CITY

Birmingham

STATE

AL

POSTAL CODE

35209

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of collateral.



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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 [for record] (or recorded) in the REAL ESTATE RECORDS.
Attach Addendum [if applicable]

7. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

To be filed with Shelby County Judge of Probate (0I4101-301007)

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, L.L.C.

9b. INDIVIDUAL'S LAST NAMEFIRST NAMEMIDDLE 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 NAMEFIRST NAMEMIDDLE NAMESUFFIX

11c. MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY

11d.ADD'L INFO RE ORGANIZATION DEBTOR11e. TYPE OF ORGANIZATION11f. JURISDICTION OF ORGANIZATION11g. ORGANIZATIONAL ID#, if any
☐ 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 NAMEFIRST NAMEMIDDLE NAMESUFFIX

12c. MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY

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 for description of real estate.

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

16. Additional collateral description:

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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 Public-Finance Transaction — effective 30 years

SCHEDULE "A" TO UCC FINANCING STATEMENT
OF SMCMOB, L.L.C.

(DESCRIPTION OF COLLATERAL)

"Collateral" means all of the assets of Borrower of every kind, nature and description, wherever located, whether now owned or hereafter acquired, including, but not limited to, the following (but specifically excluding Borrower's Interest in any Bank Swap Documents): (a) the Mortgaged Property; (b) the Assigned Leases and the other Assigned Documents; (c) the Rents; (d) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (e) all of Borrower's assets which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements therefor, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following: (i) Accounts; (ii) Chattel Paper; (iii) Commercial Tort Claims; (iv) Deposit Accounts; (v) Documents; (vi) Equipment; (vii) General Intangibles; (viii) Instruments; (ix) Intellectual Property Rights; (x) Inventory; (xi) Investment Property; (xii) Letter-of-Credit Rights; (xiii) Payment Intangibles; (xiv) Supporting Obligations; (xv) rights as seller of Goods and rights to returned or repossessed Goods; (xvi) all existing and future leases and use agreements of personal property entered into by Borrower as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements; (xvii) ny existing and future leases and use agreements of personal property entered into by Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; (xviii) all fixtures of Borrower (including, but not limited to, all fixtures now or hereafter located on the Mortgaged Property); (xix) all moneys of Borrower and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same; (xx) all claims of Borrower in any pending litigation and/or claims for any insurance proceeds; (f) all Records pertaining to any of the Collateral; (g) any and all other assets of Borrower of any kind, nature, or description and which are intended to serve as collateral for the Loan under any one or more of the Security Documents; and (h) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all rights to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement (as amended from time to time, the "Credit Agreement") between Debtor and Secured Party, and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply.


"Accounts", "Chattel Paper", "Commercial Tort Claims", "Deposit Accounts", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Payment Intangible", "Proceeds", "Support Obligations", and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction), and as used herein:

"Assigned Documents" means (i) Assigned Leases; (ii) any and all agreements entered into by or for the benefit of Borrower with any property manager, broker, or other Person with respect to the development, management, leasing, operation or use of the Project, (including, but not limited to the Management Agreement); (iii) any and all Governmental Approvals with respect to the Project (to the extent such Governmental Approvals are assignable without consent); (iv) any and all operating, service, supply, and maintenance contracts with respect to the Project; and (v) any and all rights of Borrower under any of the foregoing, including, without limitation, any rights to receive any payments or other monies under any of the foregoing.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.


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SCHEDULE "A-1" TO UCC FINANCING STATEMENT

(DESCRIPTION OF MORTGAGED PROPERTY)

All of Borrower's Interest 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 (hereinafter referred to collectively as the "Mortgaged Property"):

A. All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (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 Borrower 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 fixtures and accessions to the Land and 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 herein described and to be secured by this 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 Borrower, including without limitation, that certain Declaration of Easement dated January 1, 1994 by and between Shelby County Health Care Authority d/b/a Shelby Medical Center and SMCMOB, L.L.C. as recorded as instrument number 1994-11310 in the Probate Office of Shelby County, Alabama (the "Recording Office"), as amended by the Amendment to Declaration recorded as instrument number 1999-22912 in the Recording Office, as further amended by Amendment and Correction to Declaration of Easement recorded as instrument number 1994-26786 in the Recording Office, as amended by that Second

Amendment to Declaration of Easement recorded as instrument number 2001-24606 in the Recording Office (hereinafter, together with any and all extensions, revisions, modifications or amendments heretofore, simultaneously herewith or hereafter made, referred to as the "Declaration");

D. All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under 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 Borrower of, in and to the same;

E. All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief;

F. Borrower's leasehold estate and other interests of whatever kind, nature or description, and all rights, title and interest pertaining thereto, if any, under that certain Ground Lease with Shelby County Health Care Authority d/b/a Shelby Medical Center, dated as of January 1, 1994, recorded as instrument number 1994-11311 in the Recording Office, as amended by that certain Ground Lease Amendment dated May 25, 1999 by and between SMCMOB, L.L.C., and Baptist Health System d/b/a Shelby Baptist Medical Center (successor in interest to Shelby County Health Care Authority d/b/a Shelby Medical Center), as recorded as instrument number 1999-22913 in the Recording Office, as further amended by that certain Second Amendment to Ground Lease dated April 30, 2001, by and between SMCMOB, L.L.C., and Baptist Health System, Inc. d/b/a Shelby Baptist Medical Center (successor in interest to Shelby County Health Care Authority d/b/a Shelby Medical Center), as recorded as instrument number 2001-24608 in the Recording Office, and as further amended by that certain Third Amendment to Ground Lease dated September 28, 2010, by and between Baptist Health System, Inc. dba Shelby Baptist Medical Center (successor in interest to Shelby County Health Care Authority d/b/a Shelby Medical Center) and SMCMOB, L.L.C. (hereinafter, together with any and all extensions, revisions, modifications or amendments heretofore, simultaneously herewith or hereafter made, referred to as the "Ground Lease"); and

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

EXHIBIT "A"

(DESCRIPTION OF LAND)

Parcel A:


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 Northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 $\frac{1}{4}$ $\frac{1}{4}$ 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.

LESS AND EXCEPT that certain parcel that was removed from the original ground lease by the Second Amendment to Ground Lease dated April 30, 2001 as recorded in Inst. # 2001-24608 in the Probate Office, described as follows:

A parcel of land situated in the Southwest Quarter of the Northwest Quarter 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 Southwest Quarter of the Northwest Quarter 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 Quarter – Quarter Section a distance of 316.16 feet to a point; thence deflect 88 deg. 34 min. 47 sec. to the right and run in a Southerly direction a distance of 604.16 feet to a point; thence deflect 97 deg. 24 min. 49 sec. to the right and run in a Northwesterly direction a distance of 243.62 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southwesterly direction a distance of 184.17 feet to the Point of Beginning of the herein described parcel; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southeasterly direction a distance of 97.94 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Northeasterly direction a distance of 43.22 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Southeasterly direction a distance of 5.0 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Southwesterly direction a distance of 48.22 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right 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 right and run in a Northeasterly direction a


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distance of 5 feet to the Point of Beginning of the herein described parcel; being situated in Shelby County, Alabama.


Parcel B:

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 $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama said corner being marked by a one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said $\frac{1}{4}$ $\frac{1}{4}$ 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; being situated in Shelby County, Alabama.

Parcel C:

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. #1994-11310, as amended, in the Probate Office of Shelby County, Alabama, subject to the non-beneficial covenants, provisions, duties, burdens, and obligations therein.


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