

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Liz Gibbons
B. E-MAIL CONTACT AT FILER (optional) lgibbons@gibbonsgraham.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Liz Gibbons Gibbons Graham LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SMCMOB II, L.L.C.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2204 Lakeshore Drive, Suite 215	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ServisFirst Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 200	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A attached hereto for description of collateral.

This financing statement is filed as additional security in connection with a Leasehold Mortgage/Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax has been paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Filed in Shelby County, Alabama (SR01-01162)	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

SMCMOB II, L.L.C.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto for description of real estate.

17. MISCELLANEOUS:

SCHEDULE "A"
(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: (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: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Instruments; Intellectual Property Rights; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Supporting Obligations; rights as seller of Goods and rights to returned or repossessed Goods; 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; any 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; Fixtures; 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; all claims of Borrower in any pending litigation and/or claims for any insurance proceeds; (F) all Records; (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 the Debtor, "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 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), and as used herein:

"Accounts", "Equipment", "Goods", 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).

"Approved Leases" means the leases listed on the attached Schedule A-2 and any other leases of the MOB approved by Bank in its discretion.


"Assigned Documents" means (i) the Approved Leases, the other Assigned Leases and all lease guaranties thereof; (ii) any and all other 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 MOB, (including, but not limited to the Management Agreement); (iii) any and all Governmental Approvals with respect to the MOB (to the extent such Governmental Approvals are assignable without consent); (iv) any and all operating, service, supply, and maintenance contracts with respect to the MOB; 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.

"MOB" means an approximately 100,000 square foot medical office building and related site improvements located at the Land.

"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"
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 of 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 Land or Improvements, 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");

(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 Land or Improvements 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;

(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 Land or Improvements, 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 dated as of April 29, 1998, between Baptist Health System, Inc., as ground lessor, and Borrower, as ground lessee, and recorded May 1, 1998, in the Office of the Judge of Probate of Shelby County, Alabama at Instrument No. 1998-15829, as amended from time to time; 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.



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EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

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 degrees 56 minutes 27 seconds 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 degrees 00 minutes 00 seconds and run to the right in an Easterly direction 108.00 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southerly direction 216.90 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds 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 degrees 34 minutes 38 seconds 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 degrees 05 minutes 26 seconds and a radius of 35.00 feet in an Easterly to Southerly direction 55.03 feet; thence South 01 degrees 33 minutes 20 seconds West a distance of 13.73 feet; thence South 88 degrees 26 minutes 40 seconds East a distance of 254.49 feet to a point; thence North 01 degrees 33 minutes 20 seconds East a distance of 62.24 feet to a point; thence North 16 degrees 02 minutes 33 seconds East for a distance of 197.45 feet to a point; thence run North 73 degrees 57 minutes 27 seconds 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 degrees 36 minutes 24 seconds 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 degrees 09 minutes 08 seconds West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05 degrees 45 minutes 15 seconds West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73 degrees 55 minutes 40 seconds West 243.14 feet to the Easterly right of way of

U.S. Highway 31; thence South 15 degrees 49 minutes 46 seconds 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 degrees 32 minutes 59 seconds Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West; thence South 88 degrees 34 minutes 38 seconds 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.



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SCHEDULE "A-2"
APPROVED LEASES

Suite Number(s)	Square Footage	Tenant
101	5,821	NNA of Alabama, Inc. d/b/a RCG-Shelby (aka Renal Care Group)
102 & 100	8,980	The Children's Hospital of Alabama
103 & 405	3,898	Baptist Health System, Inc. d/b/a Shelby Baptist Medical Center
201 & 200	5,571	Shelby Dermatology, P.C.
202	3,446	Baptist Health System, Inc. d/b/a Shelby Baptist Medical Center
301	4,108	Baptist Health System, Inc. d/b/a Shelby Baptist Medical Center
302	2,975	South Shelby Family Medicine, P.C.
305	2,744	Baptist Health System, Inc.
430	1,661	Nephrology Associates, P.C.
500 & 450	18,066	Heart South Cardiovascular Group, P.C.
501A & 304	5,984	Baptist Health System, Inc. d/b/a Shelby Baptist Medical Center
203	2,938	ENT South, P.A.
300	2,256	Centennial Neurology and Headache Center, P.L.L.C.
400	3,922	Heart South Cardiovascular Group, P.C.
401	3,956	Pulmonary Medicine Associates, P.C.


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