



PREPARED BY AND WHEN  
RECORDED RETURN TO:

Dickstein Shapiro LLP  
1825 Eye Street, NW  
Washington, DC 20006-5403  
Attention: Jason R. Eig, Esq.

  
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**OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**


made by


**ALABASTER 1010 MEDICAL PROPERTIES, LLC,**  
as Mortgagor

to

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Administrative Agent for the Secured Parties

Dated: As of December <sup>30<sup>th</sup></sup>, 2015  
Location: 1010 First Street North, Alabaster, Alabama 35007  
Counties: Shelby County

  
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## OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This **OPEN-END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (the "Security Instrument") is made as of December ~~30<sup>th</sup>~~, 2015, by **ALABASTER 1010 MEDICAL PROPERTIES, LLC** (the "Borrower"), to **CAPITAL ONE, NATIONAL ASSOCIATION**, as mortgagee (together with its successors and assigns, "Administrative Agent") acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement (hereinafter defined) for the ratable benefit of the Lenders (hereinafter defined) parties thereto and the other Secured Parties.

### RECITALS

A. Capital One, National Association ("Capital One") (acting in its capacity as a Lender) and the other Lenders, have agreed to make a loan to certain entities, including Borrower (collectively, the "Facility Borrowers") in the original maximum principal amount of Four Hundred Seven Million One Hundred Seventy-Six Thousand and No/100 Dollars (\$407,176,000.00), as such loan may be increased at the sole discretion of Lenders to a maximum aggregate principal amount of Four Hundred Twenty-one Million Nine Hundred Thirty Thousand and No/100 Dollars (\$421,930,000.00) (collectively, the "Loan"), pursuant to that certain Term Loan and Security Agreement of even date herewith by and among Facility Borrowers, guarantors party thereto, Administrative Agent, Capital One, as a lender and each other financial institution from time to time party thereto (each individually a "Lender", and collectively, the "Lenders"), the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Loan Agreement").

B. This Security Instrument is a leasehold mortgage, assignment of leases and rents, security agreement and fixture filing as to the Security Property owned by the Borrower.

C. A portion of the proceeds of the Loan shall be used to purchase indirect ownership interests in Borrower, the owner of certain real estate located in the County of Shelby, Alabama and legally described on Schedule A-1, attached hereto.

**NOW THEREFORE**, in consideration of the making of the Loan by the Lenders, the provision of other financial accommodations by the other Secured Parties and the covenants, agreements, representations and warranties set forth in this Security Instrument, the other Loan Documents and any Interest Rate Protection Agreement, Borrower hereby agrees that, effective as of the date hereof, as follows:

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## ARTICLE 1

### DEFINITIONS

Certain terms used in this Security Instrument are defined below and certain other terms used in this Security Instrument are defined elsewhere in this Security Instrument. All capitalized terms used herein and left undefined shall have the meanings assigned to such terms in the Loan Agreement. All recitals to this Security Instrument are hereby incorporated by reference as if expressly set forth herein.

“Act” has the meaning given such term in Section 7.1.3.

“Bankruptcy Code” has the meaning given to such term in the definition of “Leases”.

“Fixtures” has the meaning given to such term in the definition of “Security Property”.


“Ground Landlord” means, collectively, those certain landlords under those certain Ground Leases described on Schedule G attached hereto.


“Ground Lease” means, collectively, those certain ground leases described on Schedule G attached hereto.

“Hazardous Substances” means any substance or material defined or designated as a hazardous, radioactive, infectious or toxic waste, material or substance, or other similar term(s), by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be hereinafter enacted or promulgated, as such statutes, regulations and ordinances may be amended from time to time, including without limitation, asbestos in any form, petroleum products, medical waste, urea-formaldehyde foam insulation, polychlorinated biphenyls (PCBs), radon gas, and any other substance or material (whether solid, liquid, gas or otherwise) determined to be a hazard to persons or the environment.

“Improvements” has the meaning given to such term in the definition of “Security Property”.

“Indebtedness” means all present and future indebtedness evidenced by or arising under the Loan Agreement with respect to the Loan, or under any other Loan Document, together with interest thereon and all other sums due to the Lenders or Administrative Agent in respect of the Loan under any Loan Document (including sums added to the principal balance of the Loan in accordance with the terms of any Loan Document, Protective Advances, and all other reasonable out of pocket charges, fees, costs and expenses payable pursuant any Loan Document).

  
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“Interest Rate Protection Agreement” means a swap agreement (as defined in 11 U.S.C. § 101, as in effect from time to time), if any, between Borrower and a Swap Counterparty.

“Leases” means all leases, licenses, concessions, tenancies, occupancy agreements and other agreements entered into by or on behalf of Borrower (or any predecessor of Borrower, to the extent Borrower or the Security Property remain subject thereto), whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 *et seq.*, as the same may be amended from time to time (the “Bankruptcy Code”), demising, leasing or granting rights of possession or use of all or any portion of the Security Property, together with all modifications, extensions or renewals thereof now existing or hereafter permitted under the Loan Documents or under any Interest Rate Protection Agreement.

“Legal Requirements” has the meaning given to such term in the Loan Agreement.

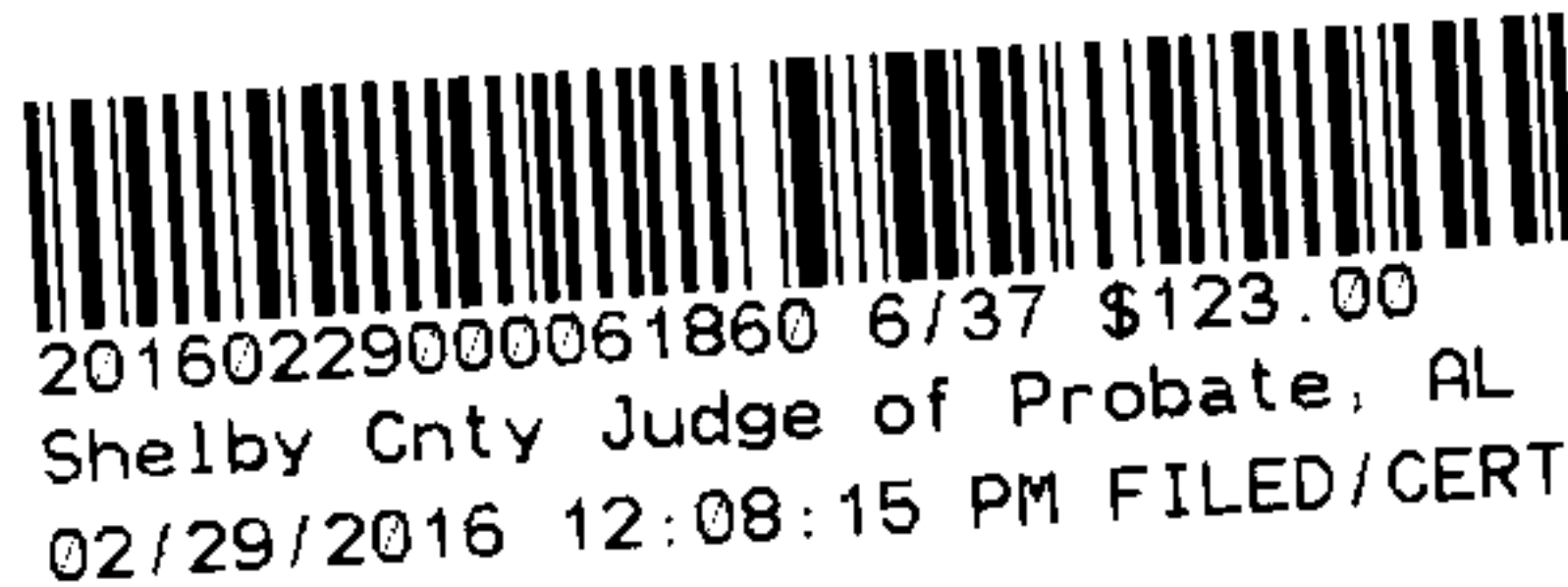
“Loan Documents” means this Security Instrument, the Loan Agreement and all other documents and instruments (including all amendments or other modifications thereto) now and hereafter evidencing and/or securing the Loan or the obligations secured by this Security Instrument.

“Notes” has the meaning given such term in Section 8.13.

“Obligations” means the Indebtedness and all Other Obligations.

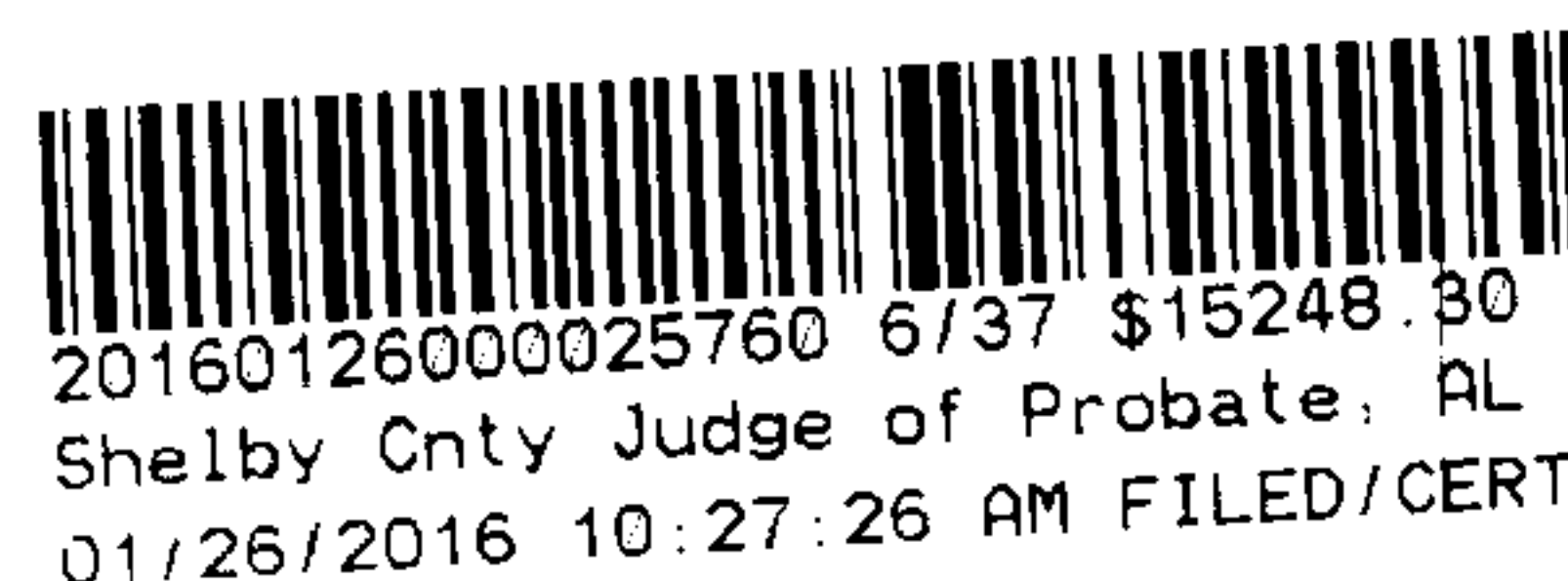
“Other Obligations” means all existing and future obligations (other than payment of the Indebtedness) of Borrower or Guarantors under any of the Loan Documents, under any Cash Management Agreement or, obligations owed to a counterparty under or connection with any Interest Rate Protection Agreement, or if such counterparty ceases to be a Lender, any such obligations of Borrower that relate to any swap transaction entered into under any such Interest Rate Protection Agreement prior to the date such counterparty ceases to be a Lender.

“Personal Property” means all right, title and interest of Borrower in and to all of the following: “Accounts”, “Cash proceeds”, “Chattel paper”, “Collateral”, “Commercial tort claims”, “Deposit accounts”, “Documents”, “Electronic chattel paper”, “Equipment”, “Fixtures”, “General intangibles”, “Goods”, “Instruments”, “Inventory”, “Investment property”, “Letter-of-credit rights”, “Noncash proceeds”, “Payment intangibles”, “Proceeds”, “Software”, “Supporting Obligations” and “Tangible chattel paper”, as such terms are defined in the Uniform Commercial Code, in which Borrower has any ownership interest, to the extent assignable, whether currently owned or hereafter acquired, including but not limited to all such property relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the Real Property (whether or not subsequently removed from the Real Property, unless replaced with comparable items (other than that portion of the



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Security Property consisting of the Real Property)), including, without limitation, all (i) machinery and tools; (ii) rugs, carpets and other floor coverings; (iii) draperies and drapery rods and brackets, awnings, window shades, venetian blinds and curtains; (iv) lamps, chandeliers and other lighting fixtures; (v) office maintenance and other supplies; (vi) apparatus, appliances, furniture and furnishings, building service equipment and building materials and supplies and equipment; (vii) rights, royalties, rents, security deposits, advance rentals, revenues, profits and benefits; (viii) leases, lease guarantees, contracts, contract rights, franchise agreements, licenses, permits and certificates; (ix) deposits, funds, money and deposit accounts; (x) tenements, hereditaments and appurtenances; (xi) approvals and parcel maps (whether tentative or final), building permits and certificates of occupancy; (xii) names under or by which the Security Property or any of the Improvements may at any time be operated or known and rights to carry on business under any such names or any variant thereof; (xiii) trademarks, other intellectual property and goodwill; (xiv) management agreements, service contracts, supply contracts or other contracts or agreements; (xv) warranties; (xvi) water stock; (xvii) shares of stock or other evidence of ownership of any part of the Security Property or the Improvements that is owned by Borrower in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing, maintaining or operating any part of the Security Property or the Improvements; (xviii) plans and specifications prepared for construction of improvements on the Security Property, or any part thereof, and studies, data and drawings related thereto, including, without limitation, studies, data or reports relating to toxic or hazardous wastes or materials located on the Security Property, all environmental audits, studies and reports, approvals and agreements, and/or the Improvements, and contracts and agreements of Borrower relating to the aforesaid plans and specifications or to the aforesaid studies, data, reports and drawings or to the construction of improvements on the Security Property; (xix) sales agreements, marketing studies, feasibility studies, deposit receipts, escrow agreements and other ancillary documents and agreements entered into respecting the sale to any purchasers of any part of the Security Property and other proceeds of the sale thereof; (xx) damages, royalties and revenue of every kind, nature and description whatsoever that Borrower may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Security Property; (xxi) deposits made with or other security given to utility companies by Borrower with respect to the Security Property and/or the Improvements; (xxii) advance payments of insurance premiums made by Borrower with respect to, and all claims or demands with respect to, insurance; (xxiii) negotiable certificates of deposit of Borrower in Administrative Agent's possession and all accounts of Borrower maintained with Administrative Agent and each deposit account of Borrower assigned to Administrative Agent, in each case for the ratable benefit of the Secured Parties, pursuant to the Loan Agreement or any other agreement; (xxiv) insurance proceeds (including insurance proceeds for insurance not required under the terms of this Security Instrument); (xxv) condemnation awards; (xxvi) causes of action, claims, compensation, awards and recoveries for any damage or injury to the Security Property and/or the Improvements or for any loss or diminution in value of the Security Property and/or the Improvements; (xxvii) books and records, including, without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof;



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(xxviii) [reserved]; (xxix) all reserve, deposit and impound accounts including without limitation the Reserves (as defined in the Loan Agreement) and all Loan accounts established pursuant to the Loan Agreement either as reserves or accounts for the Loan; and (xxx) all substitutions, renewals, improvements, attachments, accessions, additions and replacements to any of the foregoing; and all "Proceeds" (as such term is defined in the Uniform Commercial Code), collections, insurance proceeds and products of any of the property listed in (i) through (xxx) above, Proceeds of any voluntary or involuntary disposition or claim respecting any part thereof (pursuant to judgment, condemnation award or otherwise) and all documents, instruments, general intangibles, goods, equipment, inventory, chattel paper, monies, accounts, deposit accounts and other personal property that may arise from the sale or disposition of any of the foregoing, all guaranties of and security for any of the foregoing, and all books and records, including, without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof, relating to any of the foregoing. IT BEING UNDERSTOOD, HOWEVER, that in no event shall the security interest granted hereunder attach to, and Personal Property shall be deemed to expressly exclude, (A) any Interest Rate Protection Agreement (any such Interest Rate Protection Agreement being expressly excluded from the grant of any security interest hereunder), (B) any lease, license, contract, property rights or agreement to which Borrower is a party (or to any of its rights or interests thereunder) if the grant of such security interest is prohibited by the terms thereof or applicable law or would constitute or result in either (i) the abandonment, invalidation or unenforceability of any right, title or interest of Borrower therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective by Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as in effect in the relevant jurisdiction) and (C) any Personal Property in the case of any authorizations, consents or approvals of any Governmental Authority or third party which by its terms or in the case of any authorizations, consents or approvals of any Governmental Authority or third party or any of the other foregoing property which by operation of applicable law would become void, voidable, terminable, revocable or otherwise violated if mortgaged, pledged or assigned hereunder or if a security interest therein was granted hereunder, or which applicable law prohibits the mortgaging, pledging or assigning or granting of a security interest therein (other than to the extent that any such term would be rendered ineffective by Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as in effect in the relevant jurisdiction) is expressly excepted and excluded from the Personal Property to the extent necessary to avoid such voidness, voidability, terminability, revocability, violation or prohibition.

"Policy" has the meaning given to such term in the Loan Agreement.

"Protective Advances" has the meaning given to such term in Section 7.4.1.

"Real Property" has the meaning given to such term in the definition of "Security Property".



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“Rents” means all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits but subject to the rights of tenants), accounts, cash, issues, profits, charges for services rendered and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or any of its Affiliates, from any and all sources arising from or attributable to the Security Property and proceeds, if any, from business interruption or other loss of income insurance with respect to the Security Property, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code.

“Secured Parties” means Administrative Agent, each Lender and any Swap Counterparty or if a Swap Counterparty ceases to be a Lender under the Loan Agreement, then for any swap transaction entered into under a Interest Rate Protection Agreement with such Swap Counterparty prior to the date that party ceases to be a Lender, that Swap Counterparty shall continue to be a secured party and beneficiary hereunder with respect to Borrower’s obligations relating to any such Interest Rate Protection Agreement.

“Security Property” means all of Borrower’s right, title and interest in and to the Ground Lease, the real property described in Schedule A-1, attached hereto and incorporated herein by reference, together with all buildings and other improvements (the “Improvements”) now or hereafter located thereon, and any and all right, title or interest in any other real property or improvements comprised in such real property, which right, title or interest is acquired by Borrower after the date of this Security Instrument (such real property, buildings, improvements and after-acquired interest being hereinafter collectively referred to as the “Real Property”); the Personal Property; all development rights transferred or appurtenant to the Real Property, all easements and other rights now or hereafter made appurtenant to the Real Property; all additions and accretions to the Real Property; all fixtures, machinery equipment and appliances at any time attached to, or located in or on the Real Property in which Borrower has an interest (the “Fixtures”); all rights in or to existing or future streets or public places; all existing and future minerals, oil, gas and other hydrocarbon substances upon, under or through the Real Property; all water and water rights, pumps and pumping plants, and existing and future water stock relating thereto; all existing and future shares of stock or other evidence of ownership of any part of the foregoing property and all intangible property and rights relating to the foregoing property, or the operation thereof or used in connection therewith, including all options, sales contracts and rights of first refusal of any nature whatsoever, covering all or any portion of such property, together with any deposits or other payments made in connection therewith, existing and future development rights, permits and approvals, air rights and other similar land use permits, approvals or entitlements; all condominium documents, prospectus documents and approvals and all proceeds of any of the foregoing. Any reference in this Security Instrument to the “Security Property” shall mean the Security Property described in this definition, any part thereof, or any interest therein; provided, however, the reference to Property in this Security Instrument shall not include any Ground Landlord’s fee interest in the Real Property or any Ground Landlord’s interest in the leasehold estate created by the Ground

Lease. IT BEING UNDERSTOOD, that in no event shall this Security Instrument encumber Ground Landlord's fee simple interest in the Real Property or Ground Landlord's interest in the leasehold estate created by the Ground Lease.

"Swap Counterparty" means any Lender, any of its Affiliates or other counterparty to the Interest Rate Protection Agreement in accordance with the terms of Section 2.6 of the Loan Agreement.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect on the date hereof and from time to time in the State of Alabama, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

## ARTICLE 2

### GRANT

Borrower does hereby irrevocably and unconditionally give, grant, bargain, sell, pledge, assign, hypothecate, warrant, transfer and convey to, with power of sale (to the fullest extent permitted by applicable law), Administrative Agent for the ratable benefit of the Secured Parties, the Security Property, together with all right to possession of the Security Property after the occurrence and during the continuance of any Event of Default. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Alabama.

## ARTICLE 3

### ASSIGNMENT OF LEASES AND RENTS

Subject to the terms hereof, Borrower absolutely, unconditionally and irrevocably assigns to Administrative Agent for the ratable benefit of the Secured Parties, the Leases and the Rents. This assignment is an absolute and present assignment from Borrower to Administrative Agent for the ratable benefit of the Secured Parties, and not merely the passing of a security interest. Notwithstanding the immediately preceding sentence, Administrative Agent confers upon Borrower the license to collect and retain the rents, issues and profits of the Security Property as they become due and payable and otherwise deal with and act as landlord under the Leases (including, without limitation, enforcing the rights of landlord under the Leases), subject, however, to the right of Administrative Agent to revoke such license at any time upon the occurrence and during the continuance of an Event of Default in its sole discretion and without notice to Borrower. Administrative Agent shall have the absolute right

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to revoke such authority and collect and retain the Rents without taking possession of all or any part of the Security Property. The right to collect Rents herein provided shall not cause Administrative Agent to be a "mortgagee in possession" for any purpose, nor shall such right impose upon Administrative Agent the duty to produce Rents or maintain the Security Property in whole or in part. Possession of the Security Property by a receiver appointed by a court of competent jurisdiction shall not be considered possession of the Security Property by Administrative Agent for purposes hereof. Following the occurrence and during the continuance of an Event of Default, and to the fullest extent permitted by applicable law, Administrative Agent for the ratable benefit of the Secured Parties, may apply, in its sole discretion and in any order of priority, any Rents collected against the costs of collection and any Indebtedness or other obligations of Borrower arising under the Loan Documents or under any Interest Rate Protection Agreement. Collection of any Rents shall not cure or waive any Event of Default or notice of Event of Default, or invalidate any acts done pursuant to such notice. If the license granted to Borrower by this Section has terminated due to the existence of an Event of Default and such Event of Default is cured by Borrower or waived by Administrative Agent then such license shall be reinstated.

#### ARTICLE 4

#### OBLIGATIONS SECURED

Borrower makes the foregoing grant and assignment for the purpose of securing the Obligations.

#### ARTICLE 5

#### SECURITY AGREEMENT AND FIXTURE FILING

5.1 Grant of Security Interest. Borrower hereby grants to Administrative Agent for the ratable benefit of the Secured Parties, a security interest in the Personal Property to secure all of the Obligations. This Security Instrument constitutes a security agreement with respect to all Personal Property in which Administrative Agent for the ratable benefit of the Secured Parties, is granted a security interest hereunder, and Administrative Agent for the ratable benefit of the Secured Parties, shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as well as all other rights and remedies available at law or in equity.

5.2 Perfection. Borrower will execute, acknowledge, deliver and cause to be recorded or filed, in the manner and place required by any present or future applicable law, any instrument that may be requested by Administrative Agent or any Secured Party to publish notice or protect, perfect, preserve, continue, extend or maintain the security interest and lien, and the priority thereof, of this Security Instrument or the interest of Administrative Agent for the ratable benefit of the Secured Parties, in the Security Property, including, without limitation, deeds of trust, deeds to secure debt, security agreements, financing statements,


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continuation statements and instruments of similar character, and Borrower shall pay or cause to be paid (i) all filing and recording taxes and fees for each such filing or recording, (ii) all reasonable out of pocket expenses, including without limitation, reasonable attorneys' fees and costs, incurred by Administrative Agent or any Secured Parties in connection with the preparation, execution and acknowledgement of all such instruments, and (iii) all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of such instruments. Borrower hereby consents to, and hereby ratifies, the filing of any financing statements relating to the Loan made prior to the date hereof. Borrower authorizes Administrative Agent to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the collateral covered by financing statement, continuation statement or amendment, as applicable, as "all assets", "all personal property", or words of similar effect, and that contain any other information required pursuant to the Uniform Commercial Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Borrower agrees to furnish any such information to Administrative Agent promptly upon request. Borrower hereby irrevocably constitutes and appoints Administrative Agent as the attorney-in-fact of Borrower, to execute, deliver and, if appropriate, file with the appropriate filing officer or office any such instruments if Borrower should fail to do so within ten (10) Business Days of written demand by Administrative Agent, provided that Administrative Agent, may not impose personal liability on Borrower in connection with the exercise of such power of attorney in excess of the liability imposed by the Loan Agreement, together with the other Loan Documents and any Interest Rate Protection Agreement. In addition, Borrower hereby authorizes Administrative Agent, to cause any financing statement or fixture filing required to perfect Administrative Agent's (for the ratable benefit of the Secured Parties) security interest herein to be filed or recorded without the necessity of obtaining the consent of Borrower.

5.3 Place of Business. Borrower maintains a place of business, as set forth as the address of Borrower in Section 8.1 below, and Borrower will notify Administrative Agent in writing of any change in its place of business within fifteen (15) Business Days of such change. Borrower is organized under the laws of the State of Delaware.

5.4 Fixtures. This Security Instrument is also to be recorded in the applicable real property records as a "fixture filing" in accordance with the Uniform Commercial Code of the State of Alabama, and covers goods that are or are to become fixtures.

  
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## ARTICLE 6

### COVENANTS

Borrower covenants and agrees that:

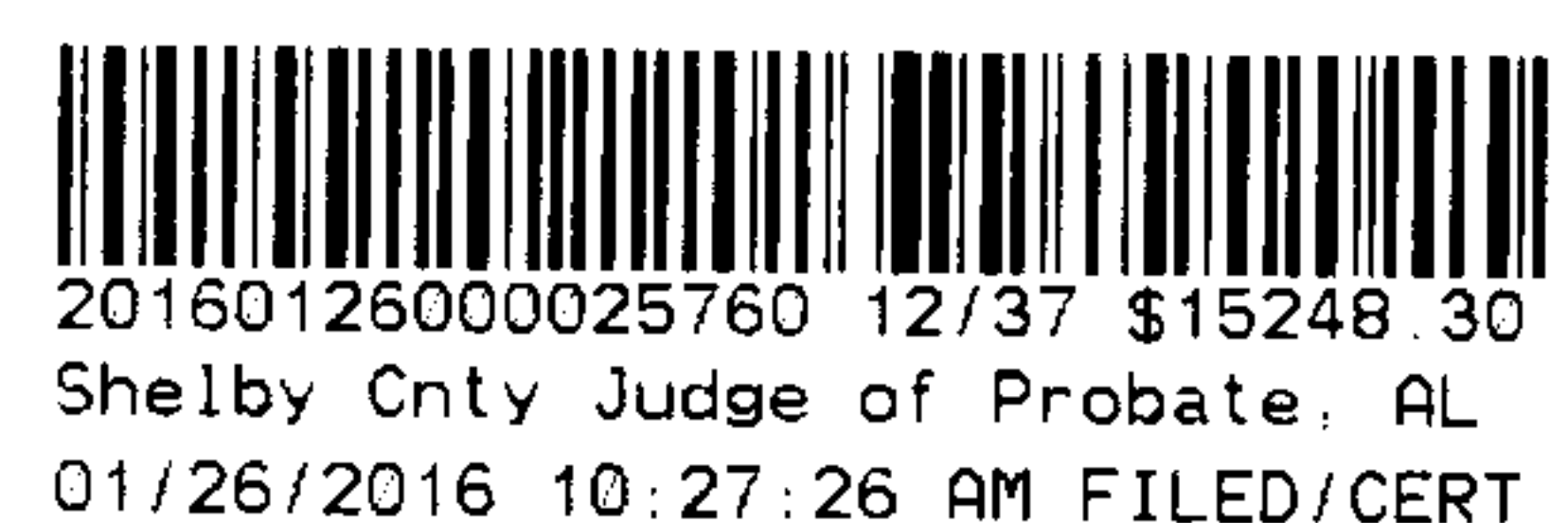
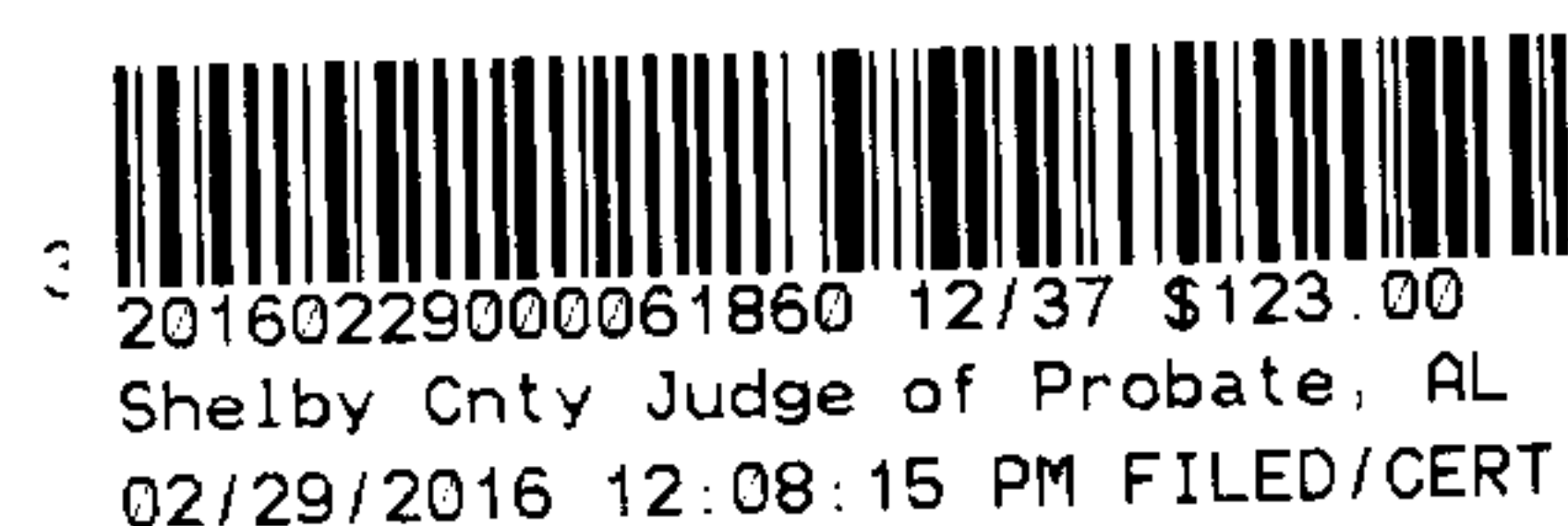
6.1 Performance of Obligations. Borrower shall promptly pay when due the Indebtedness and shall perform and comply with in a timely manner all Other Obligations in all material respects.

6.2 Title. Borrower warrants and represents that (a) Borrower has good and marketable title to a leasehold estate in the Real Property demised pursuant to the Ground Lease (subject only to the items listed as exceptions to title in the title policy insuring the lien of this Security Instrument) and title to all other Security Property relating to such leasehold estate and/or in which Borrower has any right, title or interest, and has the right to encumber the same and that the Ground Lease is in full force and effect and has not been modified or amended; no default has occurred or is continuing under the Ground Lease, which, with the passage of time or the service of notice or both, would constitute a default under the Ground Lease; (b) [reserved]; (c) the persons executing this Security Instrument on behalf of Borrower have the full right, power and authority so to do on behalf of Borrower; (d) this Security Instrument, as so executed and delivered, is a valid and fully binding obligation of Borrower, enforceable in accordance with its terms (subject to the Bankruptcy Code, other bankruptcy laws, laws pertaining to the exercise of creditors' rights generally, and general principles of equity); and (e) Borrower has reviewed, approved and been advised with respect to this Security Instrument, the Loan, the other Loan Documents and any Interest Rate Protection Agreement.

6.3 Incorporation by Reference. All the covenants, conditions and agreements contained in the Loan Agreement, all and any of the other Loan Documents, or in any Interest Rate Protection Agreement executed or delivered by Borrower are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein. In the event of any inconsistency between the provisions of this Security Instrument or any of such other Loan Documents and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

6.4 Insurance. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times while the Obligations are outstanding, insurance with respect to Borrower and the Security Property as required pursuant to the Loan Agreement.

6.5 Maintenance of Security Property. Borrower shall use commercially reasonable efforts to cause the Security Property to be maintained in a good and safe condition and repair. The Improvements, the Fixtures and the Personal Property shall not be removed, demolished or materially altered without the consent of Administrative Agent, except as expressly provided in the Loan Agreement. Borrower shall promptly repair, replace or rebuild



any part of the Security Property which may be destroyed by any casualty or become damaged, worn or dilapidated or which may be affected by any condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Real Property, in all events subject to the terms of the Loan Agreement.

6.6 Waste. Borrower shall not commit or knowingly suffer any physical waste of the Security Property or make any change in the use of the Security Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Security Property, or take any action that is reasonably likely to invalidate or allow the cancellation of any Policy, or knowingly do or permit to be done thereon anything that is reasonably likely to materially impair the value of the Security Property or the security of this Security Instrument. Borrower will use commercially reasonable efforts to not, without the prior written consent of Administrative Agent (which consent shall not be unreasonably withheld, conditioned or delayed), permit any drilling or exploration for or extraction, removal or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

6.7 Performance of Other Agreements. Borrower shall observe and perform in all material respects each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document, any Interest Rate Protection Agreement and any other material agreement or recorded instrument affecting or pertaining to the Security Property and any amendments, modifications or changes thereto.

6.8 Change of Name, Identity or Structure. Borrower shall not change Borrower's name, identity (including its trade name or names) or its limited liability company form of structure without notifying Administrative Agent of such change in writing at least twenty (20) Business Days prior to the effective date of such change and, in the case of a change in Borrower's structure, except as otherwise may be provided in the Loan Agreement, without first obtaining the prior written consent of Administrative Agent. Borrower hereby authorizes, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Administrative Agent to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Administrative Agent, Borrower shall execute a certificate in form reasonably satisfactory to Administrative Agent listing the trade names under which Borrower intends to operate the Security Property, and representing and warranting that Borrower does business under no other trade name.

6.9 Ground Lease.

(a) Borrower will perform or cause to be performed all of the covenants and conditions required to be performed by Borrower, as the tenant under the Ground Lease. Borrower shall furnish to Administrative Agent within five (5) days after written demand therefor, proof satisfactory in all respects to Administrative Agent of the payment of all items which are required to be paid by Borrower, as the tenant pursuant to the Ground Lease.

Borrower will do all things necessary to preserve unimpaired its rights thereunder and will not enter into any agreement modifying or amending the Ground Lease or releasing any party thereunder from any obligations imposed upon such party by the Ground Lease. If Borrower gives or receives a notice of default under the Ground Lease, it shall immediately cause a copy of such notice to be sent by registered or certified mail, postage prepaid, to Administrative Agent. Borrower will not terminate, amend, modify, cancel, surrender, fail to renew or agree to any termination, amendment, modification, cancellation, or surrendering of the Ground Lease without the prior written consent of Administrative Agent, which consent Administrative Agent will not reasonably withhold or delay. Borrower will not waive, excuse, release, or consent to any waiver, excuse, or release of any provision of the Ground Lease or consent to the subordination of the Ground Lease to any mortgage of any estate superior to that of such Ground Lease or consent to the subordination of the Ground Lease to any other estate.

(b) Upon an Event of Default, Administrative Agent shall have the right, exercisable by notice to Borrower, to require Borrower to make payments under the Ground Lease through Administrative Agent, and if Administrative Agent exercises such right, Borrower shall deliver to Administrative Agent checks in the amounts payable to Ground Landlord, as the landlord under the Ground Lease, no later than ten (10) days prior to the due date thereof, and Administrative Agent shall promptly forward such checks to said Ground Landlord. Borrower hereby irrevocably designates Administrative Agent as its agent and attorney-in-fact to perform or observe on behalf of Borrower any covenant or condition which Borrower fails to perform or observe under the Ground Lease from and after such failure, regardless of whether any applicable grace period under the Ground Lease has expired, and any advances reasonably made by Administrative Agent in connection with such performance or observance shall be repaid by Borrower on demand with interest at the rate set forth in the Loan Agreement, or if such rate exceeds the maximum rate allowed by law at the highest lawful interest rate, and the amount so advanced with interest shall be a lien upon the Security Property and shall be secured by this Security Instrument. The performance or observance of such covenant or condition by Administrative Agent shall not prevent Borrower's failure so as to perform or observe from constituting an Event of Default hereunder. In performing such covenant or condition, Administrative Agent shall have the right to enter upon the Security Property. Upon receipt by Administrative Agent of notice of Borrower's default under the Ground Lease from Ground Landlord or any landlord therein, Administrative Agent may rely thereon and take any action permitted by this Security Instrument to remedy such default.

(c) So long as any portion of the Obligations shall remain unpaid, unless Administrative Agent shall otherwise consent, the fee title to the Real Property encumbered by the Ground Lease and the leasehold estate therein created pursuant to the provisions of the Ground Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Borrower, Ground Landlord, or in any other Person by purchase, operation of law or otherwise. Administrative Agent reserves the right, at any time, to release portions of the Security Property, including, but not limited to, the leasehold estate created by the Ground Lease, with or without consideration at Administrative Agent's election, without waiving or affecting any of its rights hereunder or under the Loan Documents and any such

release shall not affect Administrative Agent's rights in connection with the portion of the Security Property not so released.

(d) In the event that Borrower, so long as any portion of the Obligations remains unpaid, shall be the owner and holder of the fee title to the Real Property encumbered by the Ground Lease, the lien of this Security Instrument shall be spread to cover Borrower's fee title to such Real Property and said fee title shall be deemed to be included in the Security Property. Borrower agrees, at its sole cost and expense, including, without limitation, Administrative Agent's reasonable attorney's fees, to (i) execute any and all documents or instruments necessary to subject its fee title to the Security Property to the lien of this Security Instrument, and (ii) provide a title insurance policy which shall insure that the lien of this Security Instrument is a first lien on Borrower's fee title to such Real Property.

## ARTICLE 7

### DEFAULT PROVISIONS

7.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing Borrower from complying with the terms of this instrument), and in addition to such other rights as may be available under any other Loan Document, under any Interest Rate Protection Agreement or under applicable law, but subject at all times to, and to the fullest extent permitted by, any mandatory Legal Requirements thereunder:

7.1.1 Acceleration. Administrative Agent may declare the outstanding principal balance of the Loan and all unpaid Indebtedness of Borrower hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

7.1.2 Uniform Commercial Code. Administrative Agent shall have, with respect to the Personal Property, all the rights, options and remedies of a secured party under the Uniform Commercial Code, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter with legal process any premises where any such property may be found, subject to the rights of tenants under the Leases. Any requirement of the Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Borrower at its address set forth in Section 8.1 hereof at least fifteen (15) days prior to the sale or other event for which such notice is required. Any such sale may be held as part of and in conjunction with any foreclosure sale of the other properties and rights constituting the Security Property in order that the Security Property, including the Personal Property, may be sold as a single parcel if Administrative Agent elects. Borrower hereby agrees that if Administrative Agent demands or attempts to take possession of the Personal Property or any portion thereof in exercise of its rights and remedies hereunder, Borrower will promptly turn over and deliver possession thereof to Administrative Agent, and Borrower authorizes, to the extent Borrower may now or hereafter lawfully grant such authority,

Administrative Agent, its employees and agents and potential bidders or purchasers to enter upon the Real Property or any other office, building or property where the Personal Property or any portion thereof may at the time be located (or believed to be located) and Administrative Agent may (i) remove the same therefrom or render the same inoperable (with or without removal from such location); (ii) repair, operate, use or manage the Personal Property or any portion thereof; (iii) maintain, repair or store the Personal Property or any portion thereof; (iv) view, inspect and prepare the Personal Property or any portion thereof for sale, lease or disposition; (v) sell, lease, dispose of or consume the same or bid thereon; or (vi) incorporate the Personal Property or any portion thereof into the Real Property and sell, convey or transfer the same. The expenses of retaking, selling and otherwise disposing of the Personal Property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute additional Obligations hereunder and shall be payable upon demand, with interest thereon at the Default Rate until paid if such amounts are not paid within ten (10) Business Days of written demand.

7.1.3 Foreclosure. In addition to (and not in lieu of) the other rights and remedies provided herein, including without limitation, the rights and remedies provided in Article 9, Administrative Agent may proceed to protect and enforce the rights of Administrative Agent and/or any Secured Party hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Security Instrument. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Obligations in the decree of sale, all expenditures and expenses authorized by applicable law and all other out of pocket expenditures and expenses which may be paid or incurred by or on behalf of Administrative Agent or any Secured Party for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be reasonably estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title as Administrative Agent or any Secured Party may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Security Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other out of pocket expenses and fees as may be incurred in the protection of the Security Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the reasonable fees of any attorney employed by Administrative Agent or any Secured Party in any litigation or proceedings affecting this Security Instrument, the Loan Agreement, any other Loan Document, any Interest Rate Protection Agreement or the Security Property, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall constitute Obligations hereunder and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid if such amounts are not paid within ten (10) Business Days of written demand.

7.1.4 Appointment of Receiver. Administrative Agent shall, as a matter of right, without notice and without giving bond to Borrower or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Borrower or the value of the Security Property at the time of determination, be entitled to have a receiver appointed pursuant to applicable law of all or any part of the Security Property and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Borrower hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent not prohibited by the court granting the receivership and, to the extent permitted under applicable law, without notice, enter upon and take possession of the Security Property or any part thereof by summary proceedings, ejectment or otherwise, and may remove Borrower or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise. Borrower agrees to promptly deliver to any such receiver all Leases, Rents, documents, financial data relating to Borrower or the operation of the Security Property and other information reasonably requested by such receiver in order for it to perform its obligations hereunder in connection with the Security Property and, without limiting the foregoing, Borrower hereby authorizes Administrative Agent, to deliver to any such receiver any or all of the Leases, Rents, documents, data and information in Administrative Agent's and/or any Secured Party's possession relating to the Security Property.

7.1.5 Taking Possession, Collecting Rents, Etc. Upon demand by Administrative Agent, during the continuance of an Event of Default, Borrower shall surrender to Administrative Agent, and Administrative Agent may, enter and take possession of the Security Property or any part thereof personally, by its agent or attorneys or be placed in possession pursuant to court order as Administrative Agent in possession or receiver as provided under applicable law, and Administrative Agent, in its discretion, personally, by its agents or attorneys or pursuant to court order as Administrative Agent, in possession or receiver as provided under applicable law may enter upon and take and maintain possession of all or any part of the Security Property, together with all documents, books, records, papers and accounts of Borrower relating thereto, and may exclude Borrower and any agents and servants thereof wholly therefrom and may, on behalf of Borrower, or in its own name as Administrative Agent, and under the powers herein granted:

(a) hold, operate, manage and control all or any part of the Security Property and reasonably conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Security Property, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Borrower;



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(b) subject to the rights of any tenant under any Lease and pursuant to the terms of any subordination, non-disturbance and acknowledgment agreement (an “SNDA”) or if no SNDA was delivered or self-executing pursuant to the terms of the applicable Lease, subject to the rights of the landlord thereunder, cancel or terminate any Lease or sublease that is subordinate to the liens of the Secured Parties of all or any part of the Security Property for any cause or on any ground that would entitle Borrower to cancel the same;

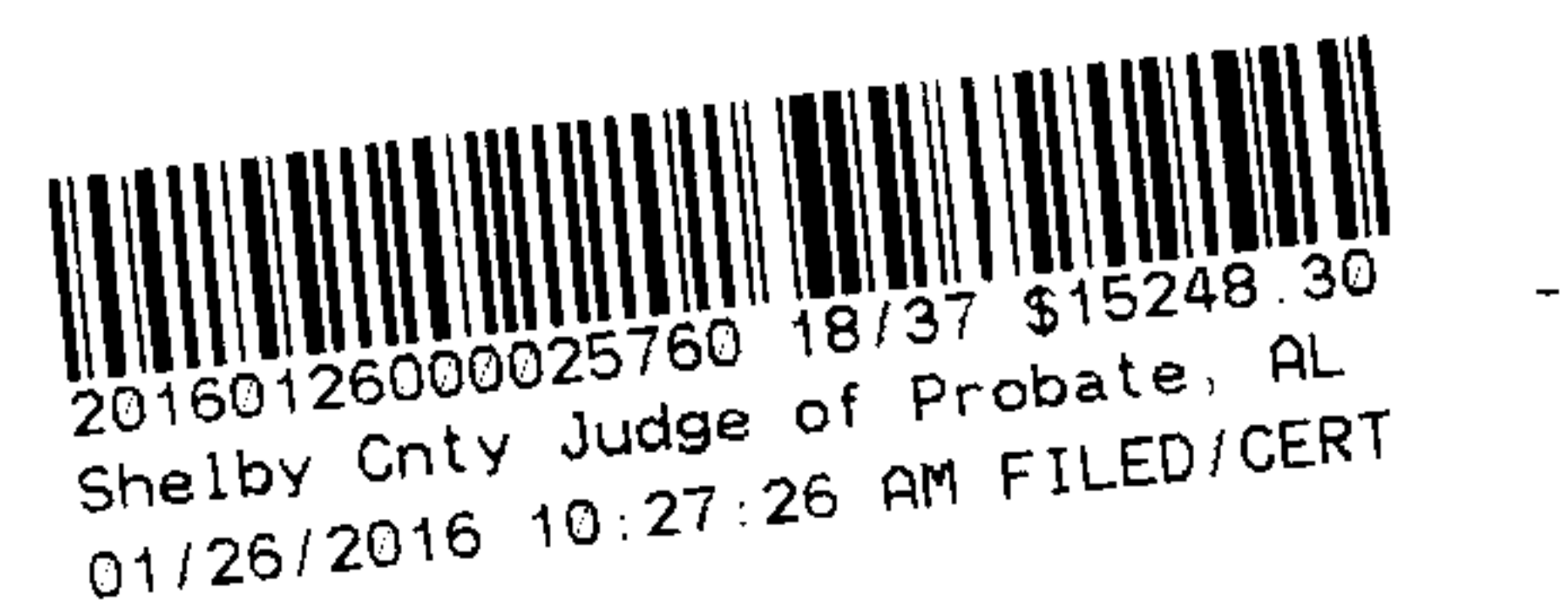
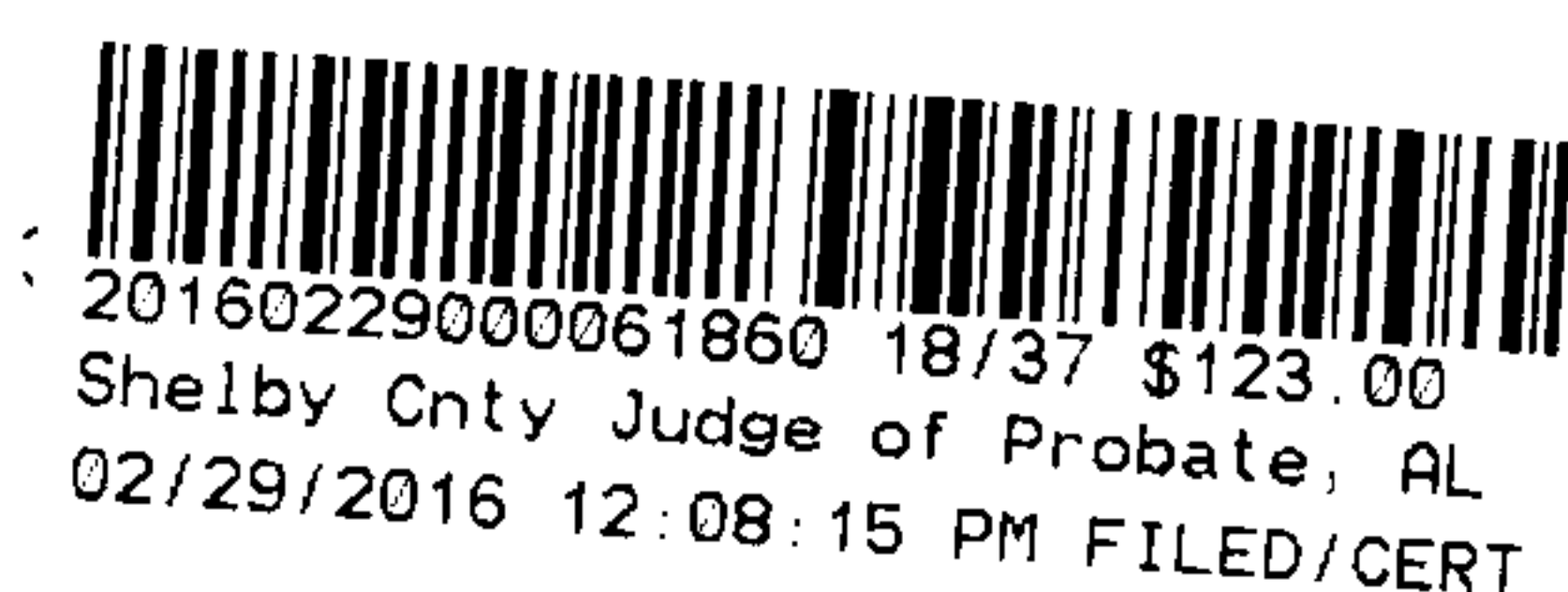
(c) subject to the rights of any tenant pursuant to the terms of any SNDA, elect to disaffirm any Lease or sublease of all or any part of the Security Property made subsequent to this Security Instrument without Administrative Agent’s, prior written consent if such consent was required;

(d) subject to the rights of any tenant pursuant to the terms of any SNDA, extend or modify any then existing Leases with the consent and agreement of a tenant, if the consent and agreement of a tenant is required, and make new leases of all or any part of the Security Property, with the consent and agreement of a tenant, if the consent and agreement of a tenant is required, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Scheduled Maturity Date and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower, all persons whose interests in the Security Property are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any such purchaser;

(e) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments and improvements in connection with the Security Property as may seem judicious to Administrative Agent and/or any Secured Party, to insure and reinsure the Security Property and all risks incidental to Administrative Agent’s and/or the Secured Parties’ possession, operation and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom;

(f) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Security Property, to the payment of taxes, premiums and other charges applicable to the Security Property, or in reduction of the Obligations in such order and manner as Administrative Agent for the ratable benefit of the Secured Parties, shall select, to the extent permitted by applicable law; and

(g) receive and collect the rents, issues, profits and revenues of the Security Property personally or through a receiver so long as an Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Borrower agrees to consent to a receiver if this is believed necessary or desirable by Administrative Agent, to enforce its rights under this subsection. The collection of



rents, issues, profits or revenues of the Security Property by Administrative Agent shall in no way waive the right of Administrative Agent to foreclose this Security Instrument in the event of any said Event of Default.

Nothing herein contained shall be construed as constituting Administrative Agent or any Secured Party, a mortgagee in possession in the absence of the actual taking of possession of the Security Property. The right to enter and take possession of the Security Property and use any Personal Property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Administrative Agent or any Secured Party hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The reasonable out of pocket expenses (including any receiver's fees, reasonable counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Borrower promises to pay upon demand together with interest thereon at the Default Rate until paid if such amounts are not paid within ten (10) Business Days of written demand. Administrative Agent and the Secured Parties shall not be liable to account to Borrower for any action taken pursuant hereto other than to account for any rents actually received by Administrative Agent, provided that neither Administrative Agent nor any Secured Party shall subject Borrower or its constituent members to any personal liability. Without taking possession of the Security Property, Administrative Agent may, in the event the Security Property become vacant or are abandoned, take such steps as it deems reasonably appropriate to protect and secure the Security Property (including hiring watchmen therefor) and all reasonable out of pocket costs incurred in so doing shall constitute additional Obligations payable within ten (10) Business Days of demand with interest thereon at the Default Rate until paid.

7.1.6 Exercise Other Rights and Remedies. To exercise or invoke any and all other rights and remedies as may be available to Administrative Agent, now or hereafter at law or in equity.

7.1.7 Indemnity. Borrower hereby agrees to indemnify, defend, protect and hold harmless Administrative Agent and each Secured Party, and their respective employees, officers and agents from and against any and all liabilities, claims and obligations which actually may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, lease or consumption of any of the Security Property, or any part thereof, or as a result of Administrative Agent or any Secured Party seeking to obtain performance of any of the obligations due with respect to the Security Property, except from such liabilities, claims or obligations that are finally judicially determined to be as result from the bad faith, fraud, willful misconduct or gross negligence of Administrative Agent and/or any Secured Party, their respective employees, officers or authorized agents.

7.1.8 To the extent permitted by law, no action taken or right or remedy invoked, by Administrative Agent, under this Section 7.1, including the appointment of a receiver for the Security Property, or the entry into possession of the Security Property, or any

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part thereof, by such receiver, or otherwise, shall be deemed to make Administrative Agent a “mortgagee in possession” or otherwise responsible or liable in any manner with respect to the Security Property, or the use, occupancy, enjoyment or operation of all or any part thereof. In no event shall Administrative Agent or any Secured Party be required to accept a cure of any default beyond the applicable grace, notice and cure periods provided in the Loan Documents or in any Interest Rate Protection Agreement, if any, notwithstanding any statement or provision to the effect that rights or remedies are available while an Event of Default “exists”, “continues” or is “outstanding”, or during the “existence” or “continuation” of an Event of Default (or any similar statement or provision) in any of the Loan Documents, or anything else in the Loan Documents or any Interest Rate Protection Agreement.

## 7.2 Compliance with Alabama Foreclosure Law.

7.2.1 In the event that any provision in this Security Instrument shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Act.

7.2.2 If any provision of this Security Instrument shall grant to Administrative Agent, or any Secured Party any rights or remedies upon an Event of Default of Borrower which are more limited than the rights that would otherwise be vested in Administrative Agent or any Secured Party under the Act in the absence of said provision, Administrative Agent on behalf of the Secured Parties shall be vested with the rights granted in the Act to the full extent permitted by law.

7.2.3 Without limiting the generality of the foregoing, all reasonable out of pocket expenses incurred by Administrative Agent or any Secured Party to the extent reimbursable under the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Section 7.3 of this Security Instrument, shall be added to the Obligations and included in the amount of the debt secured hereby in the judgment of foreclosure.

7.3 Payment of Costs, Expenses and Attorneys’ Fees. All out of pocket costs and expenses incurred by Administrative Agent or any Secured Party pursuant to Section 7.1 (including court costs and attorneys’ fees and costs, whether or not incurred in litigation and whether or not foreclosure is concluded, including, without limitation, attorney’s fees and costs incurred in connection with any judicial or nonjudicial foreclosure of this Security Instrument, the other Loan Documents or any Interest Rate Protection Agreement, or in connection with both judicial and nonjudicial foreclosure, if Administrative Agent or any Secured Party shall elect to pursue each such remedy whether concurrently or independently) shall be secured by this Security Instrument and shall bear interest at the Default Rate if such amounts are not paid within ten (10) Business Days of written demand, from the date of expenditure until such sums have been paid. Administrative Agent shall be entitled to bid, at any sale of the Security Property held pursuant to Section 7.1.3 above, the amount of all such

costs, expenses and interest in addition to the amount of any other Obligations by a credit bid as the equivalent of cash.

#### 7.4 Protective Advances.

7.4.1 Advances, disbursements and expenditures made by Administrative Agent and/or the Secured Parties for the following purposes, both before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Security Instrument, constitute "Protective Advances":


(a) all advances by Administrative Agent and/or the Secured Parties in accordance with the terms of this Security Instrument to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Security Property; (B) preserve the lien of this Security Instrument or the priority thereof; or (C) enforce this Security Instrument;


(b) payments by Administrative Agent and/or the Secured Parties of: (i) when due, installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (iii) other obligations authorized by this Security Instrument; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title;

(c) advances by Administrative Agent and/or the Secured Parties in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) reasonable out of pocket attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Security Instrument; (ii) in connection with any action, suit or proceeding brought by or against Administrative Agent and/or the Secured Parties for the enforcement of this Security Instrument, any other Loan Document, any Interest Rate Protection Agreement or arising from the interest of Administrative Agent and/or the Secured Parties hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Administrative Agent's and each of the Secured Party's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing;

  
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(f) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Security Instrument;

(g) reasonable out of pocket expenses deductible from proceeds of sale; and

(h) reasonable out of pocket expenses incurred and expenditures made by Administrative Agent and/or the Secured Parties for any one or more of the following: (i) premiums for casualty and liability insurance paid by Administrative Agent or any Secured Party whether or not Administrative Agent or any Secured Party or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Administrative Agent or any Secured Party takes possession of the mortgaged real estate; (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (iii) payments required or deemed by Administrative Agent to be for the benefit of the Security Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the mortgaged real estate; (iv) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the mortgaged real estate; (v) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.

7.4.2 All Protective Advances shall be additional Obligations, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate if such Protective Advances are not paid within ten (10) Business Days of written demand.

7.4.3 This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded.

7.4.4 All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(a) determination of the amount of the Obligations at any time;

(b) the indebtedness found due and owing to Administrative Agent and/or any Secured Party, in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(c) determination of amounts deductible from sale proceeds pursuant to applicable law;

(d) application of income in the hands of any receiver or Administrative Agent, in possession; and

(e) computation of any deficiency judgment pursuant to applicable law.

7.5 Remedies Cumulative; No Waiver. All rights and remedies of Administrative Agent hereunder are cumulative and not alternative, and are in addition to all rights and remedies otherwise provided by law. No exercise of any right or remedy by Administrative Agent shall constitute a waiver of any other right or remedy. No delay or omission by Administrative Agent to exercise any right, power or remedy hereunder shall impair any such right or remedy, or be construed as a waiver of any Event of Default, or any acquiescence therein. By accepting payment of any sum secured hereby after its due date or later performance of any obligation secured hereby, neither Administrative Agent nor any Secured Parties shall waive its right against any person obligated hereunder, or on any obligation hereby secured, either to require prompt payment when due of all other sums so secured or to declare an Event of Default for failure to make such prompt payment or render such performance; and Administrative Agent's and/or any Secured Party's acceptance of partial payment of any sum secured hereby after its due date (which unless otherwise provided herein, in the other Loan Documents or in any Interest Rate Protection Agreement may be applied to such outstanding payment obligations as Administrative Agent may elect, notwithstanding Borrower's instructions to the contrary), or acceptance of partial performance of any obligation secured hereby in default, shall not cure such payment failure or default, or affect any notice of an Event of Default or sale heretofore given or recorded, unless such notice is expressly revoked in writing by Administrative Agent.

7.6 Releases, Extensions, Modifications and Additional Security. Without affecting the liability of any person for payment of any Indebtedness or the payment and performance of any Other Obligations secured hereby, or the lien or priority of this Security Instrument, any other Loan Document or any Interest Rate Protection Agreement upon the Security Property, Administrative Agent may, in its sole and absolute discretion, from time to time, with or without notice, unless otherwise provided herein or the other Loan Documents (including, without limitation, Section 4.3(d) of the Loan Agreement), do one or more of the following: release the liability of any person for the payment of any Indebtedness secured hereby; make any agreement or take any action extending the maturity or, with Borrower's prior written consent, otherwise altering the terms or increasing the amount of any Indebtedness secured hereby; and with Borrower's prior written consent, accept additional security or release all or a portion of the Security Property and other security held to secure the Indebtedness secured hereby. If Administrative Agent holds any other or additional security for the payment of any Indebtedness or performance of any obligation hereby secured, then any sale or foreclosure of such security during the continuance of any Event of Default, in the sole discretion of Administrative Agent, may be prior to, subsequent to, or contemporaneous with,

any sale or foreclosure hereunder and any property in which Administrative Agent holds a security interest may be sold as a unit with the Security Property. Notwithstanding the foregoing, no action, amendment or modification of this Security Instrument that would change the definition of Obligations with respect to any Other Obligations, alter any priority provisions or permit the release of any Collateral is permitted without the consent of a Swap Counterparty.

7.7                    Waiver of Right to Redeem - Waiver of Appraisalment, Valuation, Etc.  
Borrower shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Security Instrument, but hereby waives the benefit of such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Security Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Security Property sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Security Property may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as Administrative Agent may determine. Administrative Agent shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Administrative Agent so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Administrative Agent, with the amount payable to Administrative Agent for the ratable benefit of the Secured Parties, out of the net proceeds of such sale. In the event of any such sale, the outstanding principal amount of the Loan and the other Obligations, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Borrower acknowledges that the Security Property does not constitute agricultural real estate or residential real estate. To the fullest extent permitted by law, Borrower, on behalf of Borrower, and each and every person acquiring any interest in, or title to the Security Property described herein subsequent to the date of this Security Instrument, and on behalf of all other persons to the extent permitted by applicable law, hereby voluntarily and knowingly waives (i) any and all rights of redemption pursuant to applicable law, and (ii) any and all rights of reinstatement.

## ARTICLE 8

### MISCELLANEOUS

8.1                    Notices. All notices or other written communications hereunder shall be deemed to have been properly given in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; or, in the case of overnight delivery, upon the first attempted delivery on a Business Day, addressed to the addresses set forth below in this Section or as such party may from time to time designate by written notice to the other parties. Either party by notice to the other in the manner provided herein may designate additional or different addresses for subsequent notices or communications. Any notice to legal counsel or other person other than the primary addressee for Borrower or Administrative Agent set forth below shall be a courtesy copy only


and shall not affect the timeliness or effectiveness of delivery to Borrower or Administrative Agent.

To Borrower: c/o Medical Properties IV JV, LLC  
181 West Madison Street, Suite 4700  
Chicago, Illinois 60602  
Attention: Peter Westmeyer  
Facsimile: (312) 558-3883

With copies to: c/o Kayne Anderson Real Estate Advisors IV, LLC  
One Town Center Road, Suite 300  
Boca Raton, FL 33486  
Attention: S. David Selznick  
Facsimile: (561) 300-6290

Medical Properties IV JV, LLC  
181 West Madison Street, Suite 4700  
Chicago, Illinois 60602  
Attention: Gregg Graines, Esq.  
Facsimile: (312) 807-3853


Kayne Anderson Real Estate Advisors IV, LLC  
One Town Center Road, Suite 300  
Boca Raton, FL 33486  
Attention: Russell M. Reiter, Esq.  
Facsimile: (561) 300-6290

  
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DLA Piper LLP (US)  
203 N. LaSalle Street, Suite 1900  
Chicago, Illinois 60601  
Attention: Kimberlie Pearlman, Esq.  
Facsimile: (312) 251-2162

To Administrative Agent for  
and on behalf of the Secured  
Parties: Capital One, National Association  
4445 Willard Avenue, 6th Floor  
Chevy Chase, MD 20815  
Attn: Portfolio Manager, CFB  
Facsimile: (301) 280-0299

With a copy to: Dickstein Shapiro LLP  
1825 Eye Street, NW  
Washington, DC 20006-5403  
Attn: Jason R. Eig, Esq.  
Facsimile: (202) 330-5607

  
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8.2 Time of the Essence. Time is of the essence with respect to this Security Instrument, the other Loan Documents and any Interest Rate Protection Agreement, and each representation, warranty, covenant and condition hereunder and thereunder.

8.3 Successors and Assigns; Administrative Agent. This Security Instrument and all provisions hereof shall be binding upon and enforceable against Borrower and its assigns and other successors. This Security Instrument and all provisions hereof shall inure to the benefit of Administrative Agent and the Secured Parties, their respective permitted successors and assigns and any permitted holder or holders, from time to time, of the Obligations, or any interest therein. Notwithstanding anything to the contrary in this instrument, the Obligations are held by or otherwise benefit more than one Secured Party. Accordingly, the Borrower, Administrative Agent, each Lender and each other Secured Party agrees that Administrative Agent shall act as collateral agent for the *pro rata* benefit of the Secured Parties. Assignments of interests by Borrower, Administrative Agent, any Lender or any other Secured Party shall be made in accordance with the provisions of Section 12.1 of the Loan Agreement and the provisions of any Interest Rate Protection Agreement.

8.4 Amendments. This Security Instrument may be amended at any time and from time to time only by an amendment in writing executed by (i) Administrative Agent acting with the consent of the Required Lenders, except to the extent otherwise provided in Section 12 of the Loan Agreement, and (ii) Borrower.

8.5 Rules of Construction. When the identity of the parties or other circumstances make appropriate, the neuter gender shall include the feminine and masculine and the singular number shall include the plural. Specific enumeration of rights, powers and remedies of Administrative Agent and the Secured Parties and of acts which they may do and of acts Borrower must do or not do shall not exclude or limit the general rights, powers and remedies of Administrative Agent and the Secured Parties and of acts which they may do and of acts Borrower must do or not do. The headings of each Section are for information and convenience and do not limit or construe the contents of any provision hereof. The provisions of this Security Instrument shall be construed as a whole according to their common meaning, not strictly for or against any party and consistent with the provisions herein contained, in order to achieve the objectives and purposes of these grants. The use in this Security Instrument (including any Schedule hereto) of the words "including", "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter; the use herein of the words "costs" or "expenses" shall include, without limitation (and unless more specifically described or defined herein) the cost of title evidence and reasonable out of pocket fees and costs of attorneys for Administrative Agent and the Secured Parties; and the use herein of the words "prompt" or "immediately" in any form, or words of similar import, when used with reference to any notice required to be given or act to be undertaken by Borrower shall mean notice given or act performed not later than ten (10) days after the occurrence of the specified event for which notice or action is required, unless another time period is made expressly applicable. If Borrower is

composed of more than one person or entity, then the obligations of Borrower under this Security Instrument, the Loan Agreement, the other Loan Documents or under any Interest Rate Protection Agreement are joint and several; and each covenant, warranty, representation and agreement of Borrower hereunder and thereunder shall be deemed made by each such person or entity comprising Borrower, both individually and collectively.

8.6 Invalid Provisions; Severability. Wherever possible, each provision of this Security Instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Instrument shall be prohibited by or invalid under applicable law or otherwise illegal, invalid or unenforceable, such provision (for purposes of this Section 8.6 the "Affected Provision") shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Instrument. The Loan Documents and any Interest Rate Protection Agreement shall be construed and enforced as if such Affected Provision had never comprised a part hereof; the remaining provisions hereof shall remain in full effect and shall not be affected by such Affected Provision or by its severance therefrom; and in lieu of such Affected Provision there shall be added automatically as a part of this Security Instrument a provision as similar in terms to such Affected Provision as may be possible to be legal, valid and enforceable.

8.7 Governing Law. THE PROCEEDS OF THE LOAN SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. NOTWITHSTANDING THE FOREGOING AT ALL TIMES THE PROVISIONS HEREIN FOR (i) THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO, (ii) THE GRANT, BARGAIN, SALE, PLEDGE, HYPOTHECATION, WARRANT, TRANSFER AND CONVEYANCE IN ARTICLE 2 HEREOF, AND (iii) THE ASSIGNMENT IN ARTICLE 3 HEREOF, SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF ALABAMA. NOTWITHSTANDING THE FOREGOING CHOICE OF LAW, BORROWER RETAINS ITS RIGHTS UNDER ANY APPLICABLE LAWS OF THE STATE OF ALABAMA WITH RESPECT TO THAT ASPECT OF ANY DEFICIENCY CLAIM BY ADMINISTRATIVE AGENT OR ANY SECURED PARTY TO THE EXTENT NEW YORK LAW DOES NOT PROVIDE SUBSTANTIALLY EQUIVALENT PROTECTION TO BORROWER IN REGARD TO DEFICIENCY CLAIMS FOLLOWING FORECLOSURE OF REAL PROPERTY COLLATERAL AS ARE PROVIDED BY ANY APPLICABLE LAWS OF THE STATE OF ALABAMA. TO THE FULLEST EXTENT PERMITTED BY LAW,

BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT.


8.8            Venue. (a) Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court for the Southern District of New York, sitting in New York County, Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Credit Party or its properties in the courts of any jurisdiction.


(b) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process at the address of such party provided for notices in Section 8.1. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement or Administrative Agent to serve process in any other manner permitted by law.

8.9            Commingling of Funds. No sums collected or retained by Administrative Agent for the ratable benefit of the Secured Parties, under any Loan Document or under any Interest Rate Protection Agreement shall be deemed to be held in trust; and Administrative Agent may commingle any and all such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except, in each case, as otherwise required herein or in the other Loan Documents or any Interest Rate Protection Agreement and otherwise to the minimum extent required by law.

8.10           Late Charges; Default Rate; Prepayment; Variable Rate. The Loan Agreement contains provisions imposing a late charge and past due rate of interest if payments are not timely made, and prepayment restrictions and premiums as more particularly described in the Loan Agreement. The Loan bears interest at a variable rate of interest.

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8.11 Future Advances. It is agreed that this Security Instrument shall also secure future or additional advances as may be made by the Secured Parties to Borrower or its successors or assigns in title, for any purpose, to the same extent as if such future or additional advances were made on the date of the execution of this Security Instrument. The provisions of this paragraph apply regardless of whether any such advances are characterized as optional or obligatory, but nothing in this paragraph by itself obligates Administrative Agent or any Secured Party, to make any additional advances hereunder.


8.12 Waiver of Jury Trial. EACH BORROWER AND, BY ITS ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH BORROWER AND, BY ITS ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT, (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.13 Note or Notes. Section 2.11 of the Loan Agreement provides that, at the request of Administrative Agent or any Lender, Borrower shall issue one or more promissory notes (any such notes, and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor, are collectively referred to herein as “Notes”) to evidence the Indebtedness. In the event any such Notes are hereinafter made by Borrower and delivered to Administrative Agent or any Lender, all references herein to the Indebtedness shall be deemed to refer to the Indebtedness and/or other Obligations evidenced by the Note(s) and/or the Loan Agreement. Any Note shall be deemed a Loan Document hereunder.

8.14 Release Upon Payment and Discharge of Obligations. Administrative Agent shall release this Security Instrument and the lien hereof by proper instrument upon payment and discharge of all of the Obligations, including payment of all reasonable expenses incurred by Administrative Agent in connection with the execution of such release. Administrative Agent shall deliver partial releases of this Security Instrument and the lien hereof pursuant to the terms and conditions of the Loan Agreement (including, without limitation, Section 4.3(d) of the Loan Agreement) and any Interest Rate Protection Agreement.

8.15 Counterparts. This Security Instrument may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

  
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8.16            Incorporation by Reference. The terms, covenants and provisions of the Note, the other Loan Documents and any Interest Rate Protection Agreement have been incorporated into this Security Instrument by this reference. All persons from time to time having an interest in all or any portion of the Security Property are hereby placed on notice of all of the terms, covenants and provisions of the instruments incorporated herein and that copies of same may be obtained by those having an appropriate interest in the Security Property or any portion thereof upon written request to Administrative Agent at the address set forth in Section 8.1 of this Security Instrument. Any such request shall include the name and address of the requesting party and also contain a brief explanation of the nature and reason for such request.

8.17            Cross Default and Cross Collateral. Borrower acknowledges and agrees that the occurrence of an Event of Default under the terms of this Security Instrument shall constitute an Event of Default under the other Loan Documents in effect at the time of any such Event of Default and under the documents evidencing any other loan now existing or hereafter made by Administrative Agent or any Lender to any Facility Borrower, and an Event of Default under the other Loan Documents or any of them or any of said existing or future loans shall constitute an Event of Default under this Security Instrument. The security interests, liens and other rights and interests in and relative to any of the collateral now or hereafter granted to Administrative Agent or any Lender by any Facility Borrower by or in any instrument or agreement, including but not limited to this Security Instrument and the other Loan Documents, shall serve as security for any and all liabilities of Facility Borrowers to Administrative Agent and Secured Parties, including but not limited to the liabilities described in this Security Instrument and the other Loan Documents, and, for the repayment thereof, Administrative Agent may resort to any security held by it in such order and manner as it may elect, pursuant to the terms of the Loan Agreement and the other Loan Documents.


## ARTICLE 9


[RESERVED]

## ARTICLE 10

### CERTAIN GROUND LEASE PROVISIONS

10.1    Ground Lease. Administrative Agent acknowledges and agrees that (i) the Indebtedness is that of the Borrower only and is not indebtedness of Ground Landlord, (ii) this Security Instrument does not encumber Ground Landlord's interest in the leasehold estate in the Land (as defined in the respective Ground Lease); and (iii) Ground Landlord shall not be liable for payment of any indebtedness including without limitation the obligations secured by this Security Instrument nor the performance of any covenant contained in this Security Instrument or other Loan Documents evidencing or securing payment of such Indebtedness.

  
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## ARTICLE 11

### STATE SPECIFIC PROVISIONS

11.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 11 and the other terms and conditions of this Security Instrument, the terms and conditions of this Article 11 shall control and be binding.

11.2 If an Event of Default exists, this Security Instrument shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and the Administrative Agent shall be authorized, at its option, whether or not possession of the Security Property is taken, to sell the Security Property (or such part or parts thereof as the Administrative Agent may from time to time elect to sell) under the power of sale which is hereby given to the Administrative Agent, at public outcry, to the highest bidder for cash (or cash equivalents acceptable to Administrative Agent to the extent permitted by applicable law), at the front or main door of the courthouse of the county in which the Premises to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Security Property to be sold, by publication in some newspaper published in the county or counties in which the Premises to be sold is located. If there is Premises to be sold in more than one county, publication shall be made in all counties where the Premises to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Administrative Agent may bid at any sale held under this Security Instrument and may purchase the Security Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Security Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Administrative Agent, in the exercise of the power of sale herein given, elects to sell the Security Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Security Property not previously sold shall have been sold or all the Debt shall have been paid in full and all Obligations satisfied and this Mortgage shall have been terminated as provided herein. To the extent permitted by applicable law, the Mortgagor hereby authorizes and empowers the Administrative Agent or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Security Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. Administrative Agent may postpone the sale of all or any part of the Security Property by public announcement at such time and place of sale, and from time to time after any such postponement may postpone such sale by public announcement at the time fixed by the preceding

  
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postponement. Any person, including Administrative Agent, may purchase at such sale, and any bid by Administrative Agent may be, in whole or in part, in the form of cancellation of all or any part of the Debt. The Administrative Agent shall also have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Security Instrument without declaring the whole Debt due and any such sale may be made subject to the unmatured part of the Debt, and such sale, if so made, shall not affect the unmatured part of the Debt, but as to such unmatured part of the Debt this Security Instrument shall remain in full force and effect as though no sale had been made under this provision. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Debt, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Security Property for any matured part of the Debt without exhausting the power of foreclosure and the power to sell the Security Property for any other part of the Debt, whether matured at the time or subsequently maturing. In case of any sale of the Security Property as authorized by this Security Instrument, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

*(Signature Page(s) Follows)*



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IN WITNESS WHEREOF, Borrower has executed this Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing under seal on the day and year set forth above.

**AS TO LAND DESCRIBED ON THE ANNEXED SCHEDULE A-1:**

**ALABASTER 1010 MEDICAL PROPERTIES,  
LLC**, a Delaware limited liability company

By: 

Name: Peter Westmeyer

Title: Authorized Signatory

COUNTY OF COOK, STATE OF IL:

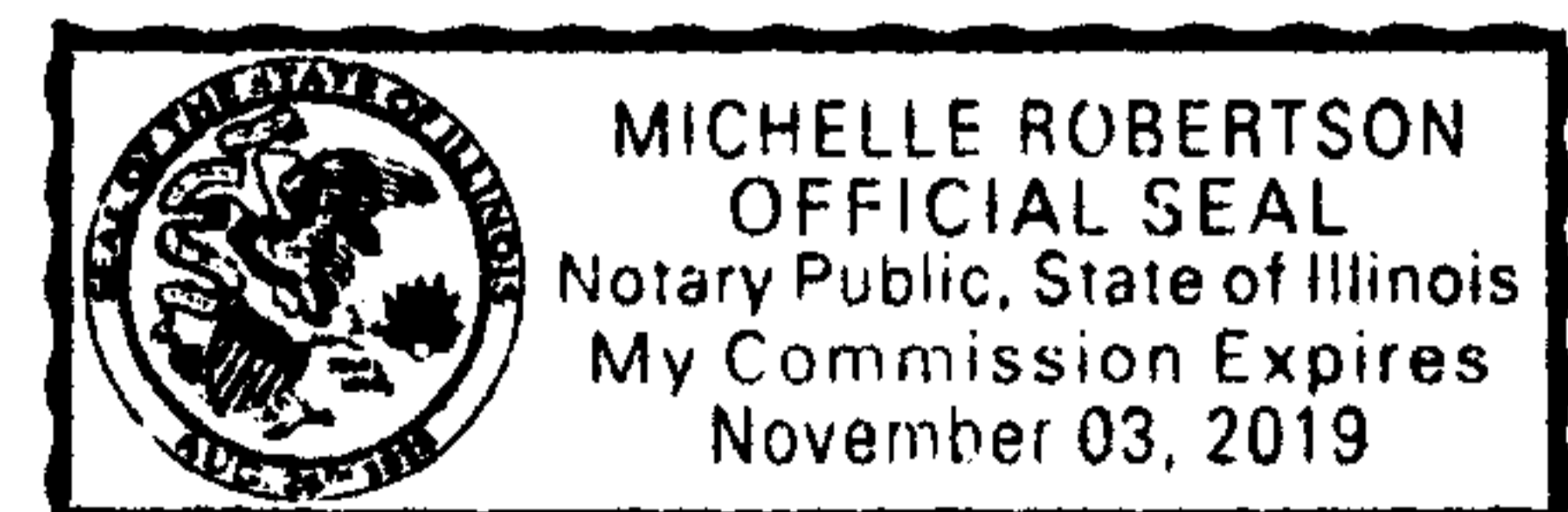
**Multi-State-Acknowledgment:**

On December 9, 2015, before me, the undersigned officer, personally appeared Peter Westmeyer personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be an Authorized Signatory of **Alabaster 1010 Medical Properties, LLC**, a Delaware limited liability company (the "Entity") and that as such authorized signatory, being duly sworn, and being authorized to do so pursuant to its limited liability company agreement or a consent of its member, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such authorized signatory as his / her free and voluntary act and deed and the free and voluntary act and deed of the Entity. \* Witness my hand and official seal.


**Uniform-Acknowledgment --- Supplemental to the foregoing acknowledgment:**


On December 9, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Westmeyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he / she executed the same in his / her authorized capacity, and that by his / her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. \* Witness my hand and official seal.

  
Notary Public --- Commission expires 11 / 3 / 19



[Signature Page to Alabama Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing]

  
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**Schedule A-1**

**Legal Description**

**PARCEL I**

Parcel located in Shelby County, Alabama.

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in an Easterly direction along the North line of said quarter-quarter line a distance of 316.16 feet to a point; thence deflect 88°34'47" and run to the right and in a Southerly direction a distance of 262.86 feet to a point; thence deflect 43°11'19" and run to the left and in a Southeasterly direction a distance of 86.47 feet to the point of beginning of the herein described parcel; thence deflect 50°35'59" and run to the right and in a Southerly direction a distance of 120.67 feet to a point; thence turn an interior angle of 90°00'00" and run to the right and in a Westerly direction a distance of 184.00 feet to a point; thence turn an interior angle of 90°00'00" and run to the right and in a Northerly direction a distance of 120.67 feet to a point; thence turn an interior angle of 90°00'00" and run to the right and in an Easterly direction a distance of 184.00 feet to the point of beginning of the herein described parcel, Shelby County, Alabama.

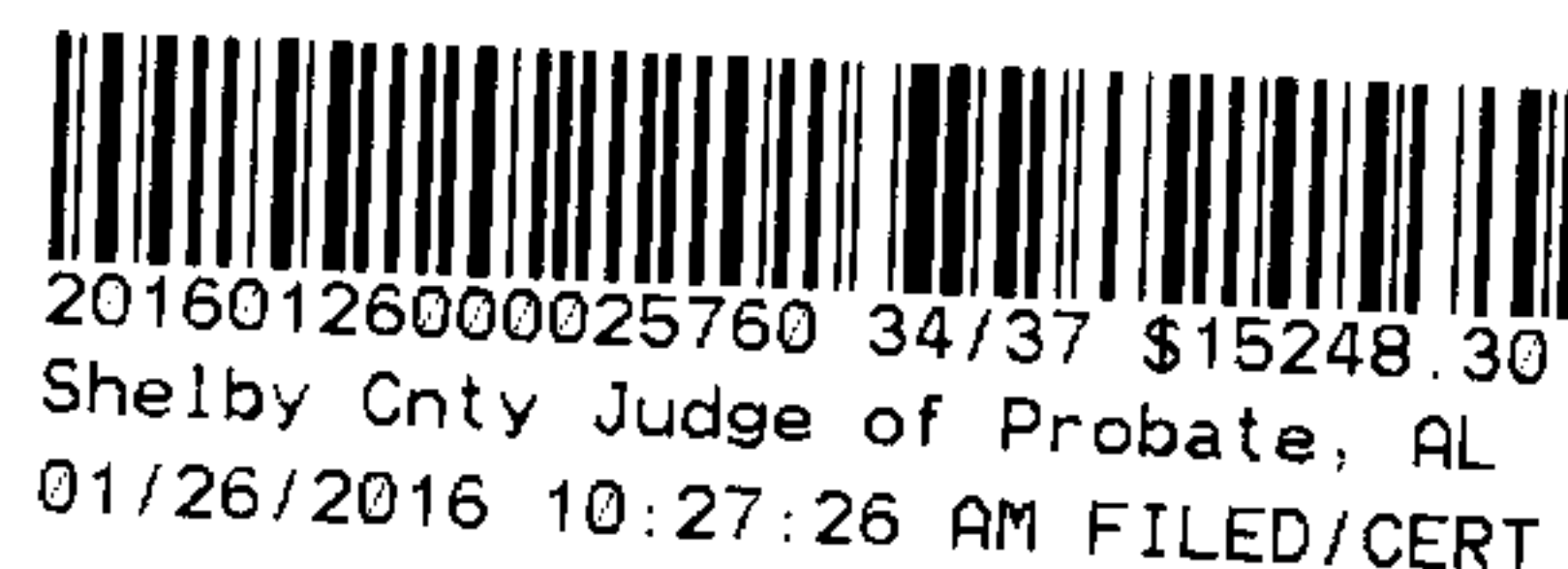
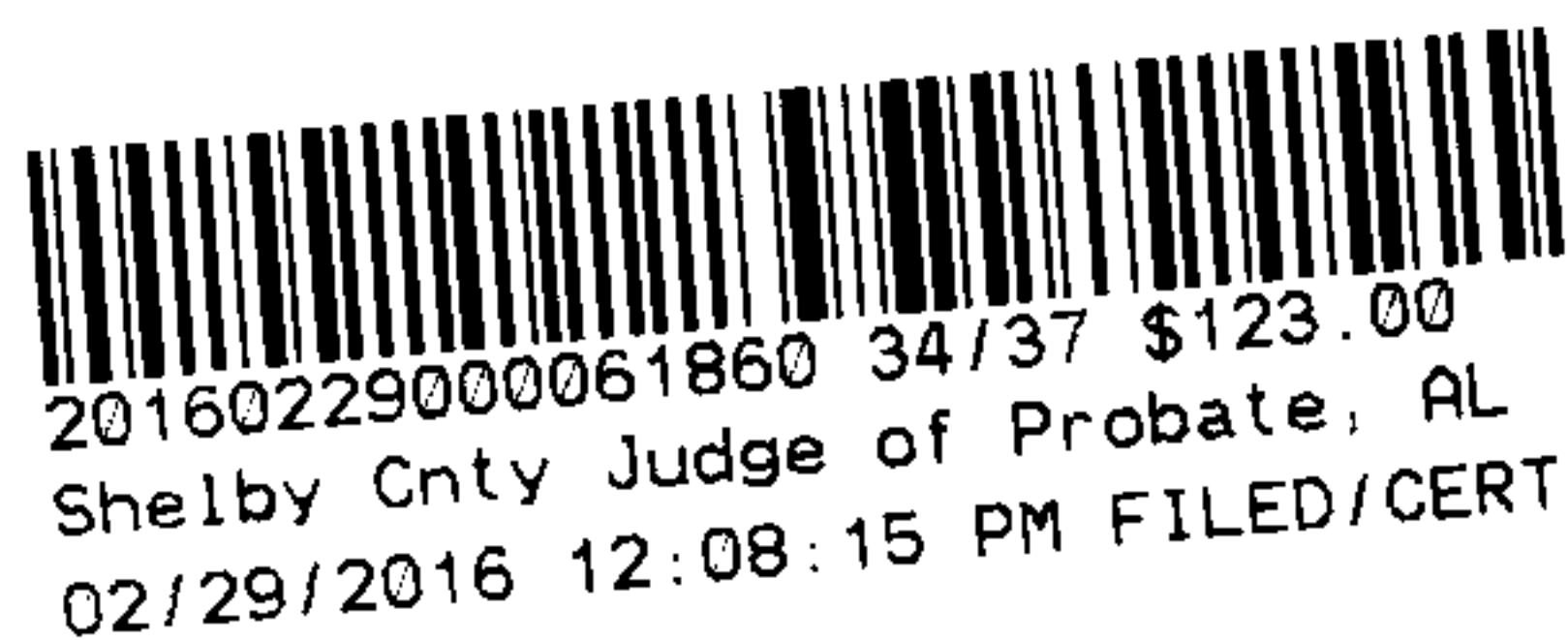
Said parcel being one and the same as that set out in Memorandum of Lease by and between Baptist Health System, Inc. and Shelby MOB III, LLC recorded in Instrument 20020506000209240 corrected by Corrective Memorandum of Lease recorded in Instrument 20041126000644460; assigned to TST Houston, L.P., by instrument recorded in 20041123000644440; further assigned by Assignment and Assumption of Tenant's Interest in Ground Lease and Special Warranty Deed between TST Houston, L.P. and HCP Shelby MOB, LLC, recorded in Instrument 20060302000100210 and corrected by Scrivener's Affidavit recorded in Instrument 20061003000489370; Assignment and Assumption of Ground Lease executed by and between Baptist Health System, Inc. and BBH SBMC, LLC, as recorded in Instrument 20151002000346420 in the Probate Office of Shelby County, Alabama, and 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 and run in an Easterly direction along the North line of said quarter-quarter section a distance of 316.16 feet to a point; thence deflect 78°14'10" to the right and run in a Southeasterly direction a distance of 331.53 feet to the Point of Beginning of the herein described parcel; thence deflect 17°41'19" to the right and run in a Southerly direction a distance of 120.00 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Westerly direction a distance of 184.00 feet to a point; thence turn an interior angle of 90°00'00" and run in a Northerly direction a distance of 120.00 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in an Easterly direction a distance of 184.00 feet to the Point of Beginning of said parcel.

**PARCEL II**

The following non-exclusive easements as set out in Access, Ingress, Parking and Utility Easements and Restrictions Agreement recorded in Instrument #2002-20925 in the Office of the Judge of Probate of Shelby County, Alabama.

**ACCESS EASEMENT NO. 1:**



Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Westerly direction along the bearing of the North line of said 1/4-1/4 Section a distance of 14.33 feet to a point on a curve to the left having a central angle of 2°37'54" and a radius of 5629.58 feet, said point also being on the Easterly right of way line of U.S. Highway 31; thence deflect 80°09'10" to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and right of way a distance of 258.58 feet to the Point of Beginning of the herein described access easement; thence deflect 95°08'59" from the tangent of said curve and run to the left in a Northeasterly direction a distance of 147.08 feet to a point; thence turn an interior angle of 180°36'31" and run in an Easterly direction a distance of 227.72 feet to a point; thence turn an interior angle of 85°15'31" and run in a Southerly direction a distance of 56.71 feet to a point; thence turn an interior angle of 90°00'00" and run in a Westerly direction a distance 60.00 feet to a point; then turn an interior angle of 90°00'00" and run in a Northerly direction a distance of 20.63 feet to a point; thence turn an interior angle of 274°44'29" and run in a Westerly direction a distance of 104.19 feet to a point; thence turn an interior angle of 175°24'19" and run in a Northwesterly direction a distance of 84.96 feet to a point; thence turn an interior angle of 270°00'00" and run in a Southeasterly direction a distance of 244.23 feet to a point; thence turn an interior angle of 90°00'00" and run in a Southwesterly direction a distance of 87.87 feet to a point; thence turn an interior angle of 135°00'00" and run in a Northwesterly direction a distance of 54.41 feet to a point, said point being on the Easterly right of way line of U.S. Highway 31; thence turn an interior angle of 135°03'20" and run in a Northerly direction along said right of way a distance of 101.81 feet to a point on a curve to the right, having a central angle of 1°13'08" and a radius of 5629.58 feet; thence continue along the arc of said curve and said right of way a distance of 119.77 feet to the Point of Beginning of said easement, Shelby County, Alabama.

#### ACCESS EASEMENT NO. 2 (Walkway):

Commence at the Northwest corner of the Southwest 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 North line of said 1/4-1/4 Section a distance of 316.16 feet to a point; thence deflect 78°14'10" to the right and run in a Southeasterly direction a distance of 331.53 feet to a point; thence deflect 17°41'19" to the right and run in a Southerly direction a distance of 115.0 feet to a point; thence deflect 90°00'00" to the right and run in a Westerly direction a distance of 95.48 feet to the Point of Beginning of the herein described access easement; thence deflect 90°00'00" to the left and run in a Southerly direction a distance of 31.48 feet to a point; thence turn an interior angle of 90°00'00" and run in a Westerly direction a distance of 15.00 feet to a point; thence turn an interior angle of 90°00'00" and run in a Northerly direction a distance of 31.48 feet to a point; thence turn an interior angle of 90°00'00" and run in an Easterly direction a distance of 15.00 feet to the Point of Beginning of the herein described easement, Shelby County, Alabama.

#### Sanitary Sewer Easement:

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3°51'02" and a radius of 5629.58 feet, said point also being on the Easterly right of way line of U.S. Highway 31; thence deflect 80°09'10" to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and said right of way a distance of 378.35 feet to a point; thence continue on the tangent of said curve and said right of way a distance of 135.11 feet to the Point of Beginning of a 10 foot Sanitary Sewer Easement, lying 5 feet each side of, parallel to and abutting the following described centerline; thence deflect 95°37'52" to the left and run in a Northeasterly direction a distance of 241.85 feet to a point; thence deflect 84°10'00" to the left and run in a Northerly direction a distance of 84.57 feet to a point; thence deflect 89°51'56" to the right and run in an Easterly direction a distance of 128.00 feet to the endpoint of said easement, Shelby County, Alabama.

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Shelby Cnty Judge of Probate, AL  
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#### GAS AND WATER LINE EASEMENT:

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3°09'31" and a radius of 5629.58 feet, said point also being on the Easterly right of way of U.S. Highway 31; thence deflect 80°09'10" to the left to the tangent of said curve and run along the arc of said curve and right of way in a Southerly direction a distance of 310.35 feet to the Point of Beginning of the centerline of a 20 foot easement lying 10 feet each side of, parallel to and abutting the following described line; thence deflect 90°00'00" from the tangent of the last described curve and run in an Easterly direction a distance of 42.89 feet to a point; thence deflect 64°43'38" to the left and in a Northeasterly direction a distance of 45.19 feet to a point; thence deflect 59°14'55" to the right and run in an Easterly direction a distance of 379.07 feet to a point; thence deflect 94°26'20" to the right and run in a Southerly direction a distance of 39.55 feet to the endpoint of said easement.

#### STORM SEWER EASEMENT:

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3°06'02" and a radius of 5629.58 feet, said point also being on the Easterly right of way line of U.S. Highway 31; thence deflect 80°09'10" to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and said right of way a distance of 304.65 feet to the Point of Beginning of a 10 foot Storm Sewer Easement, lying 5 feet each side of, parallel to and abutting the following described centerline; thence deflect 62°15'23" to the left and run in an Easterly direction a distance of 256.00 feet to a point; thence deflect 27°32'41" to the left and run in a Southeasterly direction a distance of 68.03 feet to a point; thence deflect 90°00'00" to the left and run in a Northerly direction a distance of 21.32 feet to the endpoint of said easement, Shelby County, Alabama.

#### PARKING EASEMENT:

All paved parking spaces located on the Hospital Campus within 400 feet of the insured tract, as set out in Access, Ingress, Egress, Parking and Utilities Easements and Restrictions Agreement in Instrument #2002-20925.

Parcel ID Number 13-7-36-2-001-049.002.


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## Schedule G

### Ground Lease

<u>Bldg. Id.*</u>	<u>Facility Name*</u>	<u>Ground Lease Description</u>
871	Shelby MOB	Lease Agreement dated 3/29/2002, by and between Baptist Health Systems, Inc. and Shelby MOB III, LLC, as contained in that certain Memorandum of Lease recorded in Instrument 20020506000209240; corrected by Corrective Memorandum of Lease recorded in Instrument 2004112600064446; assigned to TST Houston, LP., by instrument recorded in 20041123000644440; Assignment and Assumption of Tenant's Interest in Ground Lease and Special Warranty Deed between TST Housgon, LP. and HCP Shelby MOB, LLC, recorded in Instrument 20060302000100210 and corrected by Scrivener's Affidavit recorded in Instrument 20061003000489370, in the Probate Office of Shelby County, Alabama.

  
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