

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

**20180511000163360**  
**05/11/2018 01:07:02 PM**  
**UCC1 1/8**

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Jason Kaplan, Esq.</b> <b>POLSINELLI</b> <b>150 N. Riverside Plaza, Suite 3000</b> <b>Chicago, IL 60606</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME <b>CMK2 PELHAM, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>181 West Madison Street, Suite 4700</b>			CITY <b>Chicago</b>	STATE <b>IL</b>	POSTAL CODE <b>60602</b>
				COUNTRY <b>USA</b>	

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

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

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

3a. ORGANIZATION'S NAME <b>CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent</b>					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>Two Bethesda Metro Center, Suite 600</b>			CITY <b>Bethesda</b>	STATE <b>MD</b>	POSTAL CODE <b>20814</b>
				COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral

All Collateral (including fixtures) described on the Schedule of Collateral attached hereto and made a part hereof relating to the real property described on Exhibit "A" attached hereto.

This instrument is additional security for Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ or as Instrument No. 20180511000162420

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative					
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor					
8. OPTIONAL FILER REFERENCE DATA: <b>CONA/MB-CBRE RECAP II/ File No.: 085581/590017 (Shelby County, AL)</b>					

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

**UCC FINANCING STATEMENT ADDENDUM**

## FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here <input type="checkbox"/>				
OR	9a. ORGANIZATION'S NAME CMK2 PELHAM, LLC			
	9b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME			
	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c				
OR	10a. ORGANIZATION'S NAME			
	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY USA
11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)				
OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See Schedule of Collateral attached hereto and made a part hereof.

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate:  See Exhibit "A" attached hereto and incorporated herein for description of real property.

17. MISCELLANEOUS:

CONA/MB-CBRE RECAP II/ File No.: 085581/590017 (Shelby County, AL)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

**SCHEDULE OF COLLATERAL**  
**TO FINANCING STATEMENT**

Capitalized terms used and not otherwise defined in this Financing Statement shall have the meanings given to such terms in the Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Debtor in favor of Secured Party with respect to the real property described on Exhibit "A" to this Financing Statement.

The financing statement covers the following:

(a) the real property described in Exhibit "A", together with any greater estate therein as hereafter may be acquired by Debtor (the "**Land**");

(b) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "**Improvements**");

(c) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "**Fixtures**");

(d) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (collectively, the "**Personalty**");



(e) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Mortgaged Property;

(f) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**");

(g) all subleases, sub-subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Mortgaged Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Debtor of any petition of relief under the Bankruptcy Code) and all related security and other deposits (the "**Subleases**") and all of Debtor's claims and rights to the payment of damages arising from any rejection by a lessee of any Sublease under the Bankruptcy Code;

(h) all of the rents, revenues, liquidated damages payable upon default under the Subleases, issues, income, proceeds, profits, and all other payments of any kind under the Subleases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "**Rents**");

(i) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**");

(j) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(k) all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;

(l) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property;

(m) all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property;

(n) the Leasehold Estate;

(o) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty, and

(p) all accessions, replacements and substitutions for any of the foregoing, and all proceeds thereof.

**EXHIBIT A**

**Legal Description**

Real property in the City of Pelham, County of Shelby, State of Alabama, described as follows:

**PARCEL A: (LEASEHOLD)**

A PART OF LOT 1, ACCORDING TO THE MAP OF PELHAM PROFESSIONAL PARK AS RECORDED IN MAP BOOK 31, PAGE 86 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°53'33" EAST ALONG THE SECTION LINE, 969.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE NORTH 12°00'06" WEST ALONG SAID RIGHT OF WAY LINE, 428.12 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 89°58'10" EAST, 62.48 FEET; THENCE NORTH 00°01'50" WEST, 9.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'10" EAST, 190.50 FEET; THENCE NORTH 00°01'50" WEST, 95.50 FEET; THENCE SOUTH 89°58'10" WEST, 116.04 FEET; THENCE NORTH 37°16'22" WEST, 17.85 FEET; THENCE SOUTH 67°52'18" WEST, 89.88 FEET; THENCE SOUTH 49°25'47" EAST, 25.85 FEET; THENCE SOUTH 00°01'50" EAST, 59.07 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

THE LEASEHOLD ESTATE INSURED HEREIN IS CREATED BY THAT CERTAIN LEASE AGREEMENT, INCLUDING RIGHTS OF FIRST REFUSAL AS SET OUT THEREIN, BY AND BETWEEN BROOKWOOD CENTER DEVELOPMENT CORPORATION, AND NSC 31, L.L.C. DATED 10/16/1998 AS EVIDENCED BY MEMORANDUM OF GROUND LEASE FILED FOR RECORD 10/20/1998, RECORDED IN INSTRUMENT 1998-40834; TRANSFERRED AND ASSIGNED TO PELHAM MEDICAL PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY FORMERLY KNOWN AS HCP FAMILY MEDICINE SOUTH MOB, LLC, BY INSTRUMENT RECORDED IN INSTRUMENT 2006011000017000 AND SAID ASSIGNMENT BEING RE-RECORDED IN INSTRUMENT 2006011000017010, AND ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FROM BROOKWOOD CENTER DEVELOPMENT CORPORATION TO BW OFFICE BUILDING, LLC AS RECORDED IN INSTRUMENT 20151002000346440 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**PARCEL B: (APPURTENANT EASEMENT)**

TOGETHER WITH THOSE NON-EXCLUSIVE EASEMENTS GRANTED BY VIRTUE OF THE DECLARATION OF EASEMENT AGREEMENT DATED OCTOBER 16, 1998 BY AND BETWEEN BROOKWOOD CENTER DEVELOPMENT CORPORATION AND NSC 31,



L.L.C., RECORDED AS INSTRUMENT 1998-40833 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PART OF LOT 1, ACCORDING TO THE MAP OF PELHAM PROFESSIONAL PARK AS RECORDED IN MAP BOOK 31, PAGE 86 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°53'33" EAST ALONG THE SECTION LINE, 969.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE NORTH 12°00'06" WEST ALONG SAID RIGHT OF WAY LINE, 428.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'10" EAST, 308.75 FEET; THENCE NORTH 01°39'20" EAST, 127.59 FEET; THENCE NORTH 25°57'47" WEST, 220.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF YEAGER PARKWAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 396.93 FEET, AN ARC DISTANCE OF 101.89 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 12°13'36" EAST, 66.22 FEET; THENCE SOUTH 77°48'48" WEST, 180.06 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE SOUTH 12°06'33" EAST, ALONG SAID RIGHT OF WAY LINE, 186.47 FEET TO THE POINT OF BEGINNING.

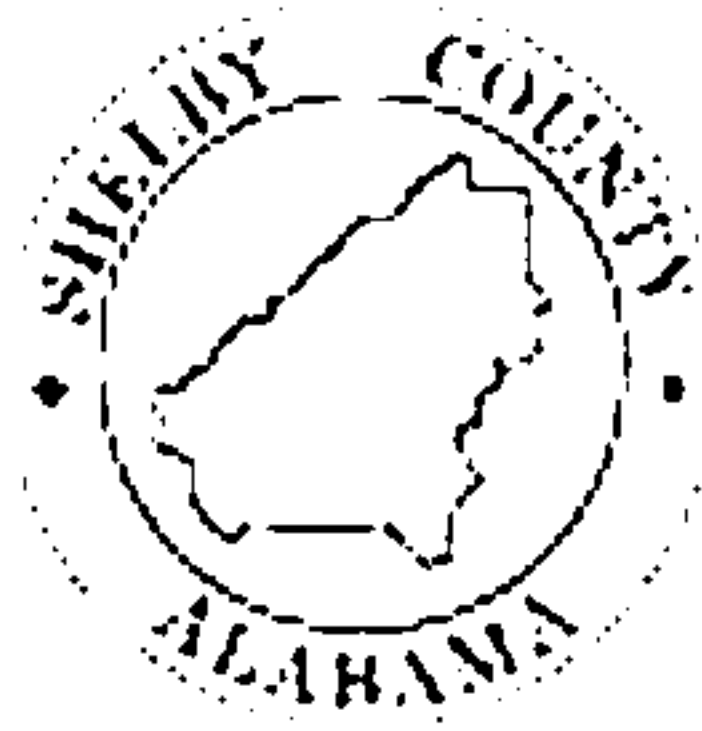
LESS AND EXCEPT PARCEL "A" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 1, ACCORDING TO THE MAP OF PELHAM PROFESSIONAL PARK AS RECORDED IN MAP BOOK 31, PAGE 86 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°53'33" EAST ALONG THE SECTION LINE, 969.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 31; THENCE NORTH 12°00'06" WEST ALONG SAID RIGHT OF WAY LINE, 428.12 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 89°58'10" EAST, 62.48 FEET; THENCE NORTH 00°01'50" WEST, 9.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'10" EAST, 190.50 FEET; THENCE NORTH 00°01'50" WEST, 95.50 FEET; THENCE SOUTH 89°58'10" WEST, 116.04 FEET; THENCE NORTH 37°16'22" WEST, 17.85 FEET; THENCE SOUTH 67°52'18" WEST, 89.88 FEET; THENCE SOUTH 49°25'47" EAST, 25.85 FEET; THENCE SOUTH 00°01'50" EAST, 59.07 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

**20180511000163360 05/11/2018 01:07:02 PM UCC1 8/8**

FOR INFORMATIONAL PURPOSES ONLY:  
PARCEL ID NUMBER 13-6-13-3-001-027.027.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/11/2018 01:07:02 PM  
\$44.00 DEBBIE  
20180511000163360

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the typed name of the County Clerk.