

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jason Kaplan, Esq.
POLSINELLI
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606

20180710000244810 1/9 \$46.00
Shelby Cnty Judge of Probate, AL
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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 ALABASTER 1010 MEDICAL PROPERTIES, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 181 West Madison Street, Suite 4700			CITY Chicago	STATE IL	POSTAL CODE 60602	COUNTRY USA

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

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

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

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 the Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Book ____, Page ____, or as Instrument No. **20180710000244790**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) ☐ Lessee Lessor ☐ Consignee-Consignor ☐ Seller-Buyer ☐ Bailee-Bailor ☐ Licensee-Licenser

8. OPTIONAL FILER REFERENCE DATA:

CONA/Heartland/ File No.: 085581/593695 (Shelby County, AL)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank

because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

ALABASTER 1010 MEDICAL PROPERTIES, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

USA

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

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

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

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

16. Description of real estate:

See Exhibit "A" attached hereto and incorporated herein for description of real property.

17. MISCELLANEOUS:

CONA/ Heartland/ File No.: 085581/593695 (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 Leasehold 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.



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EXHIBIT A
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 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 $3^{\circ}51'02''$ 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 $80^{\circ}09'10''$ 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 $95^{\circ}37'52''$ to the left and run in a Northeasterly direction a distance of 241.85 feet to a point; thence deflect $84^{\circ}10'00''$ to the left and run in a Northerly direction a distance of 84.57 feet to a point; thence deflect $89^{\circ}51'56''$ to the right and run in an Easterly direction a distance of 128.00 feet to the endpoint of said easement, Shelby County, Alabama.

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 $3^{\circ}09'31''$ and a radius of 5629.58 feet, said point also being on the Easterly right of way of U.S. Highway 31; thence deflect $80^{\circ}09'10''$ 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 $90^{\circ}00'00''$ 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 $64^{\circ}43'38''$ to the left and in a Northeasterly direction a distance of 45.19 feet to a point; thence deflect $59^{\circ}14'55''$ to the right and run in an Easterly direction a distance of 379.07 feet to a point; thence deflect $94^{\circ}26'20''$ 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 $3^{\circ}06'02''$ 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 $80^{\circ}09'10''$ 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 $62^{\circ}15'23''$ to the left and run in an Easterly direction a distance of 256.00 feet to a point; thence deflect $27^{\circ}32'41''$ to the left and run in a Southeasterly direction a distance of 68.03 feet to a point; thence deflect $90^{\circ}00'00''$ 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 #200220925.

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

