

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 |

20200106000006800 1/6 \$47.00
Shelby Cnty Judge of Probate, AL
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

| | | | | | |
|---|--------------------------|------------------------|-------------------------------|-----------------------------|-----------------------|
| 1a. ORGANIZATION'S NAME PMMAK ALABASTER, 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 Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Book _____, Page _____ or as Instrument No. 20200106000006780

| | |
|---|--|
| 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: CONA/ReCap III (Alabaster)/ File No.: 085581/624744 (Shelby County, AL) | |

International Association of Commercial Administrators (IACA)

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

ALP

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

PMAK ALABASTER, 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/ ReCap III (Alabaster)/ File No.: 085581/624744 (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 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.

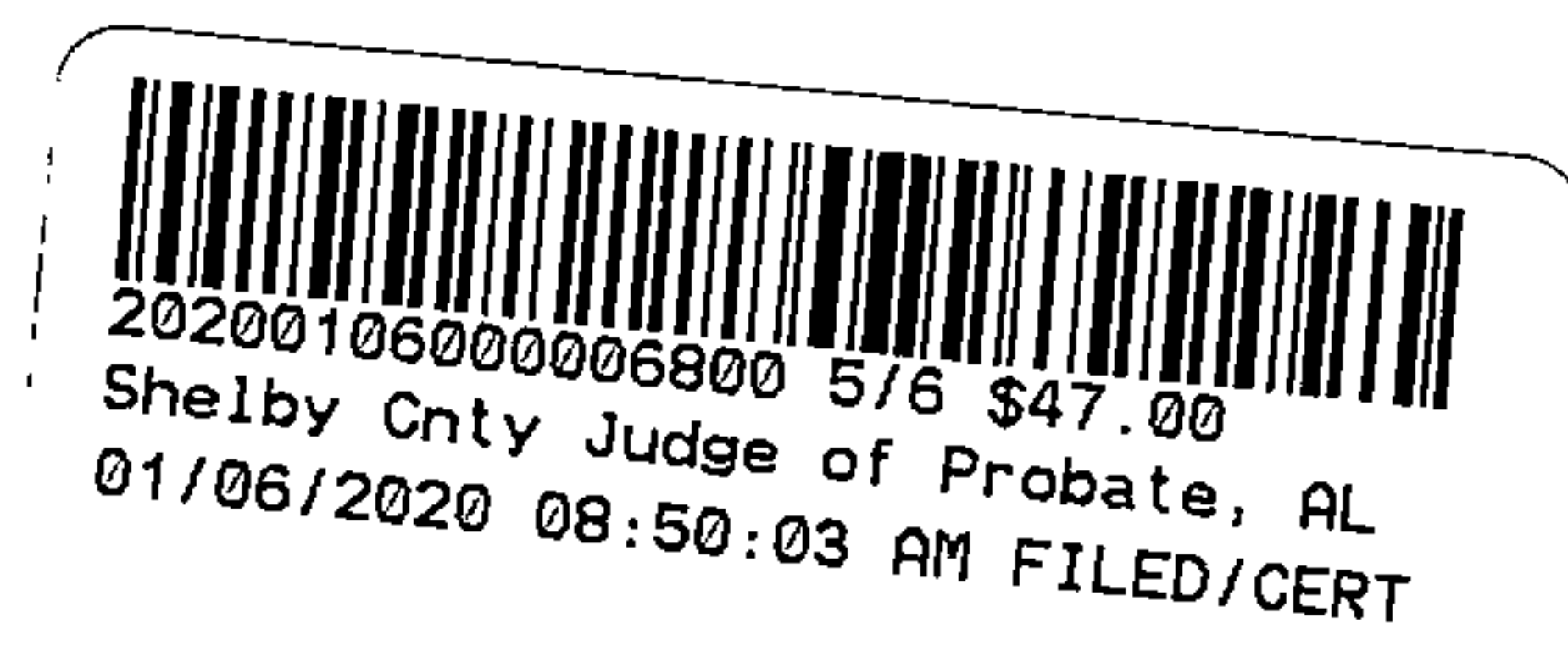


EXHIBIT A
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:


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.

PARCEL II

RIGHTS OBTAINED THAT CONSTITUTE AN INTEREST IN REAL ESTATE UNDER THAT CERTAIN ACCESS, INGRESS, EGRESS, PARKING AND UTILITIES EASEMENTS AND RESTRICTIONS AGREEMENT BY AND BETWEEN SHELBY MOB III, LLC, AN ALABAMA LIMITED LIABILITY COMPANY ("LLC"), AND BAPTIST HEALTH SYSTEM, INC., AN ALABAMA NOT-FOR-PROFIT CORPORATION, D/B/A SHELBY BAPTIST MEDICAL CENTER (THE "HOSPITAL"), DATED MARCH 29, 2002, FILED MAY 6, 2002, AND RECORDED IN INSTRUMENT # 20020506000209250, IN THE PROBATE OF SHELBY COUNTY, ALABAMA.


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Shelby Cnty Judge of Probate, AL
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