

Shelby County, AL
UCC-1

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) <div>Polsinelli ATTN: Tami Keller, Esq. 100 South Fourth Street, Suite 1000 St. Louis, MO 63102</div>

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05/11/2020 10:27:07 AM
UCC1 1/5

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 BIRMINGHAM 4600 APL MP, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
181 West Madison Street, Suite 4700	Chicago	IL	60602	USA

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

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

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

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

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:

File No.: 085581-634895

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 blankbecause Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

BIRMINGHAM 4600 APL MP, LLC

OR

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 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

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):**13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)****15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest).****14. This FINANCING STATEMENT:**☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing**16. Description of real estate:**

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

17. MISCELLANEOUS:

File No.: 085581-634895

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 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 leases, 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 11 U.S.C. § 101, et seq., as same may be amended from time to time (the “Bankruptcy Code”) and all related security and other deposits (collectively, the “Leases”) and all of Debtor’s claims and rights to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code;

(h) all of the rents, revenues, liquidated damages payable upon default under the Leases, issues, income, proceeds, profits, and all other payments of any kind under the Leases 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) 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

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

EXHIBIT A

Legal Description

PARCEL 1

LOT 1, ACCORDING TO THE SURVEY OF RIVER RIDGE PLAZA, AS RECORDED IN MAP BOOK 26, PAGE 14, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL 2

BENEFICIAL EASEMENTS GRANTED IN THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT EXECUTED BY AND BETWEEN ST. VINCENT'S HOSPITAL AND RIVER RIDGE COMPANY, L.L.C., DATED SEPTEMBER 9, 1999 AND RECORDED IN INSTRUMENT NO. 1999-38039 IN THE AFORESAID PROBATE OFFICE.

PARCEL 3

BENEFICIAL EASEMENTS GRANTED IN THAT CERTAIN SIXTH AMENDMENT AND RESTATEMENT OF CERTAIN PROVISIONS OF RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT NO. 1999-10301, AS MODIFIED BY CONSENT AND WAIVER AS TO RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT NO. 1999-38031, IN THE AFORESAID PROBATE OFFICE.

Tax ID No. 02-7-35-0-001-003.002

Property Address: 4600 U.S. Highway 280, Birmingham, AL



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/11/2020 10:27:07 AM
\$45.00 CHERRY
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Allen S. Boyd