



UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 11729 - Capital One

Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

100014397
ALAL
FIXTURE

File with: Shelby, AL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20200106000006800 BK Nil PG Nil 1/6/2020 CC AL Shelby

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
PMAK ALABASTER, LLC

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
CAPITAL ONE, NATIONAL ASSOCIATION , as Administrative Agent

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: PMAK ALABASTER, LLC
100014397 33312 4000358629

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

Prepared by Lien Solutions, P.O. Box 29071,
Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20200106000006800 BK Nil PG Nil 1/6/2020 CC AL Shelby		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form		
OR	12a. ORGANIZATION'S NAME CAPITAL ONE, NATIONAL ASSOCIATION , as Administrative Agent	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only <u>one</u> Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
OR	13a. ORGANIZATION'S NAME PMAK ALABASTER, LLC		
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):
Debtor Name and Address:
PMAK ALABASTER, LLC - 181 West Madison Street , Chicago, IL 60602

Secured Party Name and Address:
CAPITAL ONE, NATIONAL ASSOCIATION , as Administrative Agent - TWO BETHESDA METRO CENTER SUITE 600, BETHESDA, MD 20814

15. This FINANCING STATEMENT AMENDMENT: <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
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16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):
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17. Description of real estate: See Exhibit "A" attached hereto and incorporated herein for description of real property. Page No: Nil Book No: Nil
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**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;

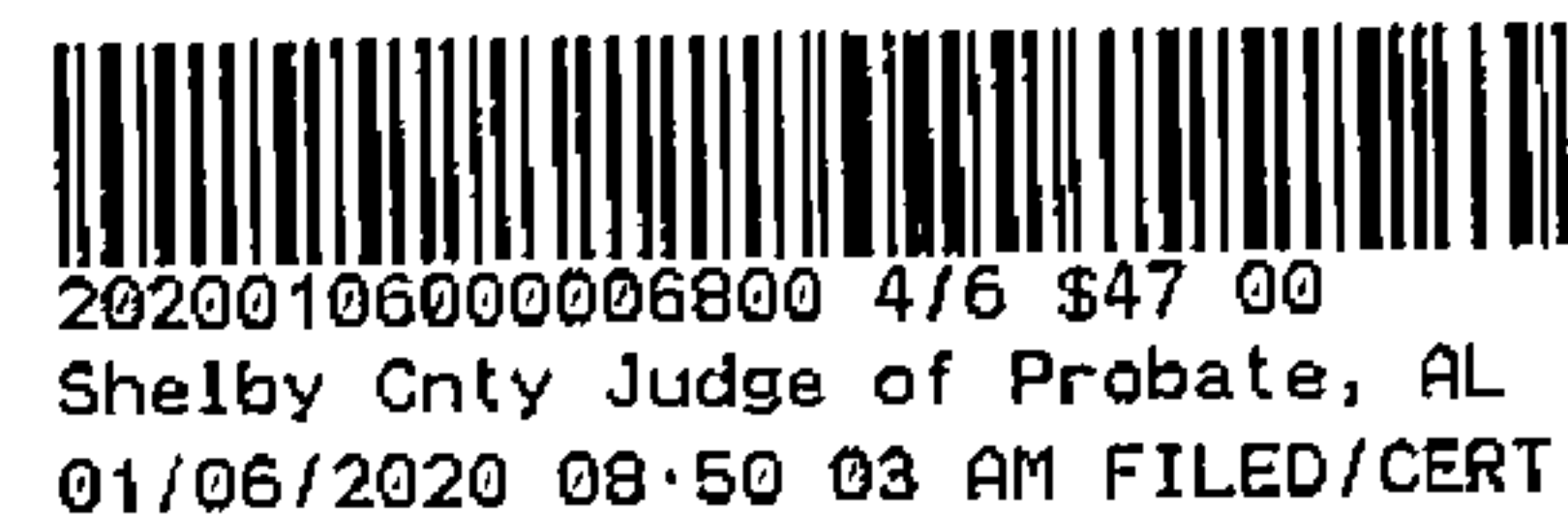
(l) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property;

(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;

Schedule A - 2

70556946.1



(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.



20200106000006800 5/6 \$47.00
Shelby Cnty Judge of Probate, AL
01/06/2020 08:50:03 AM FILED/CERT

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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/31/2024 09:36:34 AM
\$47.00 PAYGE
20240731000236430

Allen S. Bayl



20200106000006800 6/6 \$47.00
Shelby Cnty Judge of Probate, AL
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