

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-106(n).

No. of Additional
Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:
LEXIS Document Services
PO BOX 2969
Springfield, IL 62708

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct #

2. Name and Address of Debtor (Last Name First if a Person)
AIG Baker Silverado, L.L.C.
1701 Lee Branch Lane
BIRMINGHAM, AL 35242

Social Security/Tax ID #

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
Fleet National Bank
75 State Street
BOSTON, MA 02109

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:
AL-Shelby County

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

All of the following property now owned or hereafter acquired: all tangible and intangible Personal Property of the Debtor of every nature and description and used in any way in connection with operation, maintenance, or construction of the Real Estate, Fixtures, Additional Appurtenances, Awards, Leases, Purchase and Sale Agreement, Assigned Contracts and Permits, and any other portion of the property located in Henderson, Clark County, Nevada (as further described on Exhibit A attached hereto and made a part hereof and as further described in that certain Deed of Trust dated December 21, 1998 granted by the Debtor to the Secured Party); all as further described on Rider A attached hereto and made a part hereof.

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature -- see Box 6)

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

AIG Baker Silverado, L.L.C.

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1
Approved by The Secretary of State of Alabama

Inst # 1999-00741

01/06/1999-00741
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SHELBY COUNTY JUDGE OF PROBATE
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RIDER A

RIDER TO UCC FINANCING STATEMENT OF AIG BAKER SILVERADO, L.L.C. AS DEBTOR AND FLEET NATIONAL BANK AS SECURED PARTY

All tangible and intangible personal property (the "Personal Property") now owned or at any time hereafter acquired by Debtor of every nature and description, and used in any way in connection with the operation, maintenance, or construction of the Real Estate, the Fixtures, the Additional Appurtenances, the Purchase and Sale Agreements, the Assigned Contracts or Permits or any other portion thereof (the "Mortgaged Property"), including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the state where the Real Estate is situated) and further including, without any such limitation, the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank accounts; security deposits; utility deposits; any insurance or tax reserves deposited with Secured Party; any cash collateral deposited with Secured Party; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights; the rights of Debtor under contracts with respect to the Real Estate or any other portion of the Mortgaged Property, or the Project (as defined in that certain Construction Loan Agreement dated as of December 21, 1998 by and between the Debtor and the Secured Party); signs, brochures, advertising, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associated therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property (the "Insurance Proceeds"); all Awards; all Leases; all Purchase and Sale Agreements; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing.

As used herein, the following terms have the following meanings:

A. The term "Real Estate" shall mean the land more particularly described on Exhibit A which is annexed hereto and made a part hereof (the "Land") which Land is located at the intersection of Eastern Avenue and Silverado Ranch Boulevard, Henderson, Clark County, Nevada, together with the improvements owned by Debtor and other structures now or hereafter situated thereon (such improvements being sometimes called the "Improvements") commonly known as Silverado Ranch Station, Henderson, Clark County, Nevada, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto.

B. The term "Fixtures" shall mean all real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Debtor, or in which Debtor has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable

windows and doors, mantels, partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration.

C. The term "Additional Appurtenances" shall mean all bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or enuring to the benefit of the Real Estate and all right, title and interest of Debtor in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Debtor in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights.

D. The term "Awards" shall mean all of the right, title and interest of Debtor in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property.

E. The term "Leases" shall mean all leases now or hereafter entered into of the Real Estate, or any portion thereof, and all rents, issues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Debtor thereunder, including, without limitation, cash, letters of credit, guarantees, and securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such leases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the rents thereunder.

F. The term "Purchase and Sale Agreements" shall mean all purchase and sale agreements now or hereafter entered into of the Real Estate, or any portion thereof, including, without limitation the Outparcels (as such term is defined in the Loan Agreement), and, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the purchasers of their obligations thereunder.

G. The term "Assigned Contracts and Permits" shall mean all of the contracts, licenses, permits, approvals, agreements and warranties, and all of Debtor's right, title and interest therein, whether now owned or hereafter acquired, and all proceeds and products thereof, and all accounts, contract rights and general intangibles related thereto, which are in any manner related to either or both of: (i) the Mortgaged Property or (ii) the Project.

AIG BAKER SILVERADO, L.L.C.

By: AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C., its sole member,

By: 
Name: Alex D. Baker
Title: President

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA;

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 26, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/16TH CORNER COMMON TO SECTION 23 AND 26, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN BY MAP THEREOF ON FILE IN FILE 86, PAGE 73 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE ALONG THE NORTH LINE OF SAID SECTION 26, NORTH 89°36'14" EAST 515.10 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°23'46" EAST 50.00 FEET;
THENCE NORTH 89°36'14" EAST 224.00 FEET;
THENCE SOUTH 00°23'46" EAST 287.50 FEET;
THENCE NORTH 89°36'14" EAST 143.25 FEET;
THENCE SOUTH 00°23'46" EAST 283.50 FEET;
THENCE SOUTH 89°36'14" WEST 435.67 FEET;
THENCE NORTH 00°23'46" WEST 40.00 FEET;
THENCE SOUTH 89°36'14" WEST 454.60 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 26;

THENCE ALONG SAID WEST LINE SOUTH 00°22'29" WEST 725.11 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 26, SOUTH 89°52'10" EAST 1326.48 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 26;

THENCE ALONG THE EAST LINE OF SAID SECTION 26 NORTH 00°19'15" EAST 988.76 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT, BARGAIN, SALE DEED TO THE COUNTY OF CLARK RECORDED JUNE 09, 1997 IN BOOK 970609 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00617;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID PARCEL,
THE FOLLOWING FIVE (5) COURSES;

SOUTH 89°44'09" WEST 50.00 FEET;

THENCE NORTH 00°19'15" EAST 224.79 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 54.00 FOOT RADIUS
CURVE, CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°43'01"
AN ARC LENGTH OF 85.50 FEET;

THENCE SOUTH 89°36'14" WEST 226.67 FEET;

THENCE NORTH 00°20'03" EAST 50 FEET TO A POINT ON THE NORTH LINE OF
SAID SECTION 26;

THENCE ALONG SAID NORTH LINE SOUTH 89°36'14" WEST 478.91 FEET TO
THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF CLARK
BY DEED RECORDED OCTOBER 8, 1998 IN BOOK 981008 AS DOCUMENT NO.
00876, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY
OF CLARK BY DEED RECORDED OCTOBER 8, 1998 IN BOOK 981008 AS
DOCUMENT NO. 00878, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY,
NEVADA.

Inst # 1999-00741

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SHELBY COUNTY JUDGE OF PROBATE
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