

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

34623

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(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 acknowledgement to: Josephine R. Wright Balch & Bingham LLP P.O. Box 306 Birmingham, AL 35201				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 Lee Branch, 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 #					
<input type="checkbox"/> Additional debtors on attached UCC-E				FILED WITH: Judge of Probate of Shelby County, AL	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank 15 South 20th Street Birmingham, AL 35233 ATTN: Alabama Real Estate Dept. Social Security / Tax ID #				4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
<input type="checkbox"/> Additional secured parties on attached UCC-E					
5. The Financing Statement Covers the Following Types (or items) of Property.					

This financing statement is filed as additional security for an Assumption and Modification Agreement recorded simultaneously herewith.

SA Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing

Check X if covered <input checked="" type="checkbox"/> Products of Collateral are also covered.		7. Complete only when filing with the Judge of Probate The initial indebtedness secured by this financing statement is \$ 8,000,000.00	
8. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed		Mortgage tax due - 15¢ per \$100.00 or fraction thereof \$	
		8. <input checked="" type="checkbox"/> 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 (es) (Required only if filed without debtor's Signature — see Box 6)	

SEE EXHIBIT C FOR SIGNATURES

Signature(s) of Debtor(s)		Signature(s) of Secured Party (es) or Assignee	
Signature(s) of Debtor(s)		Signature(s) of Secured Party (es) or Assignee	
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 PARTY	
(5) FILE COPY - DEBTOR(S)		STANDARD FORM UNIFORM COMMERCIAL CODE - FORM 1	

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts, general intangibles, contracts and contract rights relating to the property described on **Exhibit B** and the improvements thereon, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the real property described on **Exhibit B** and the improvements thereon;
- (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default beyond any applicable grace period under any loan documents executed in connection herewith, the right to receive and retain the rents, issues and profits thereof; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether

caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Debtor.**

EXHIBIT B

Description of Real Property

LOT 1 and a part of LOT 2, BIGLER'S SURVEY, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 8, Page 106; being more particularly described as follows:

Begin at the Northernmost corner of Lot 1 of Bigler's Resurvey, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 8, Page 106, said point being the point of intersection of the Northeasterly line of said Lot 1 and Southeasterly right-of-way line of Shelby County Highway #119; from said POINT OF BEGINNING run in a Southwesterly direction along the Southeasterly right-of-way line of Shelby County Highway #119 a distance of 113.10 feet to a point; thence $1^{\circ} 04' 50''$ to the right in a Southwesterly direction along the Southeasterly right-of-way line of Shelby County Highway #119 a distance of 304.76 feet to a point; said point being the Westernmost corner of said Lot 1 and the Northernmost corner of Lot 2 Bigler's Resurvey; thence $1^{\circ} 07' 04''$ to the right in a Southwesterly direction along the Northwesterly line of said Lot 2 and Southeasterly right-of-way line of Shelby County Highway #119 a distance of 255.36 feet to a point; thence $87^{\circ} 27' 13''$ to the left in a Southeasterly direction a distance of 2,221.44 feet to a point on the Southeasterly line of said Lot 2; thence $77^{\circ} 18' 17''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 2 a distance of 45.32 feet to a point; thence $10^{\circ} 08' 57''$ to the right in a Northeasterly direction along the Southeasterly line of said Lot 2 a distance of 97.96 feet to a point; thence $8^{\circ} 12' 45''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 2 a distance of 124.91 feet to a point said point being the Easternmost corner of said Lot 2 and the Southernmost corner of said Lot 1, Bigler's Resurvey; thence $1^{\circ} 39' 12''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 76.71 feet to a point; thence $1^{\circ} 51' 06''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 155.07 feet to a point; thence $5^{\circ} 29' 30''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 193.67 feet to a point; thence $6^{\circ} 31' 42''$ to the right in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 314.02 feet to Easternmost corner of said Lot 1; thence $108^{\circ} 37' 26''$ to the left in a Northwesterly direction along the Northeasterly line of said Lot 1 a distance of 398.35 feet a point; thence $1^{\circ} 31' 18''$ to the left in a Northwesterly direction along the Northeasterly line of said Lot 1 a distance of 1,271.98 feet to a point; thence $1^{\circ} 48' 14''$ to the right in a Northwesterly direction along the Northeasterly line of said Lot 1 a distance of 822.79 feet to the Northernmost corner of said Lot 1, said point being the POINT OF BEGINNING. The above described property containing 44.24 acres, more or less.

05/21/1999-21341
09:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MMS 19.00