

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20071129000542270 1/9 \$42.00  
Shelby Cnty Judge of Probate,AL  
11/29/2007 12:44:45PM FILED/CERT

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Liz Corrigan @ 205-458-5259</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Liz Corrigan Burr &amp; Forman LLP 420 North 20th Street Suite 3400 Birmingham, Alabama 35203</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME <b>AIG Baker Pelham, L.L.C.</b>				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS <b>1701 Lee Branch Lane</b>			CITY <b>Birmingham</b>	STATE <b>AL</b> POSTAL CODE <b>35242</b> COUNTRY <b>USA</b>
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>lim. liab. company</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL ID #, if any <b>3622541</b> <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS			CITY	STATE POSTAL CODE COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME <b>Fifth Third Bank, N.A.</b>				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS <b>424 Church Street, Suite 600, MC UTFC6B</b>			CITY <b>Nashville</b>	STATE <b>TN</b> POSTAL CODE <b>37219</b> COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of Collateral.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA <b>Shelby County, Alabama</b>						

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR **AIG Baker Pelham, L.L.C.**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX



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### 10. MISCELLANEOUS:

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### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR 12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

**See Exhibit A attached hereto for description of real estate.**

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years



**SCHEDULE "A" TO UCC FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

"Collateral" means the following assets of Borrower, wherever located, whether now owned or hereafter acquired (and specifically excluding any interests in any Bank Swap Documents): (A) the Mortgaged Property; (B) the Assigned Documents; (C) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower of any Deposit Accounts or other account with Bank (including, but not limited to, the Cash Collateral Account); (D) all of Borrower's assets which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements therefor, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following: Accounts; Chattel Paper; Contract Rights; Commercial Tort Claims; Deposit Accounts and Lockbox Accounts; Documents; Equipment; General Intangibles; Instruments; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Supporting Obligations; rights as seller of Goods and rights to returned or repossessed Goods; all existing and future leases and use agreements of personal property entered into by Borrower as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements; any existing and future leases and use agreements of personal property entered into by Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; all Fixtures (including, but not limited to, all Fixtures now or hereafter located on the Mortgaged Property); all moneys of Borrower and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same; all claims of Borrower in any pending litigation and/or claims for any insurance proceeds; (E) all Records pertaining to any of the Collateral; (F) any and all other assets of Borrower of any kind, nature or description and which are intended to serve as Collateral under any one or more of the Security Documents; and (G) all interest, dividends, Proceeds (including, but without limitation, insurance proceeds), products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement (as amended from time to time, the "Credit Agreement") between Debtor and Secured Party, and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply.



As used herein:

"Accounts", "Chattel Paper", "Commercial Tort Claims", "Deposit Accounts", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Payment Intangible", "Proceeds", "Supporting Obligations", and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Delaware (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).

"Assigned Documents" means (i) the Assigned Leases, (ii) the Construction Documents, (iii) any and all other agreements entered into by or for the benefit of Borrower with any developer, property manager, broker, or other Person with respect to the development, management, leasing, operation or use of the Project, (iv) any and all Governmental Approvals with respect to the Project, and (v) any and all operating, service, supply, and maintenance contracts with respect to the Project.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof, including the Rents.

"Bank Swap Documents" means any Swap Documents entered into between any Borrower Party and any Bank Party.

"Construction Documents" means any and all agreements entered into by Borrower with any contractor, architect, engineer or other Person with respect to the development or construction of the Project.

"Land" means the "Land" as defined in the attached Schedule "A-1".

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Project" means site development of the Land, including road and infrastructure improvements.

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.



**SCHEDULE "A-1" TO UCC FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

"Mortgaged Property" means all of Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");


(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the

payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

  
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**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**




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# *First American Title Insurance Company*

## LEGAL DESCRIPTION

  
20071129000542270 8/9 \$42.00  
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Issuing Office File No.: T-76892

### Tract I, II, III, IV, V and VI (Over-All):

Begin at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama and run North 00 degrees 13 minutes 04 seconds East along the West line of said Northeast Quarter for 2,669.99 feet to the Northwest corner of said Northeast Quarter of Section 25, thence run North 00 degrees 18 minutes 32 seconds West along the West line of the Southeast Quarter of Section 24, Township 20 South, Range 3 West for 1,321.06 feet to the Southeast corner of the Southwest Quarter of Section 24, Township 20 South, Range 3 West; thence run North 89 degrees 55 minutes 41 seconds West along the South line of said Southwest Quarter for 1,979.01 feet to a point on the East right of way line of US Highway No. 31, said point begins on a curve to the right having a radius of 2,126.80 feet and a central angle of 12 degrees 40 minutes 42 seconds; thence run along said right of way line a chord bearing of North 00 degrees 04 minutes 25 seconds West for 470.62 feet; thence run South 80 degrees 12 minutes 50 seconds East for 416.43 feet; thence run North 09 degrees 44 minutes 50 seconds East for 208.49 feet; thence run North 80 degrees 07 minutes 11 seconds West for 418.85 feet to a point on the East right of way line of US Highway No. 31, said point being on a curve to the right having a radius of 2,126.80 feet and a central angle of 01 degrees 09 minutes 25 seconds; thence run along said right of way line a chord bearing of North 12 degrees 28 minutes 55 seconds East for 42.94 feet; thence run South 80 degrees 15 minutes 10 seconds East for 329.24 feet; thence run North 09 degrees 51 minutes 12 seconds East for 653.12 feet to a point on the North line of the Northwest Quarter of the Southwest Quarter of said Section 24; thence run North 79 degrees 45 minutes 09 seconds West for 331.95 feet to a point on the East right of way line of US Highway No. 31; thence run North 09 degrees 33 minutes 43 seconds East for 935.41 feet to a point on the East right of way line of Atlantic Coast Railroad, said point being on a curve to the left having a radius of 2,057.53 feet; thence run along said curve and said right of way line a chord bearing of South 70 degrees 03 minutes 19 seconds East for 245.55 feet; thence run South 73 degrees 28 minutes 27 seconds East for 4.45 feet; thence run South 63 degrees 13 minutes 41 seconds West for 94.59 feet; thence run North 89 degrees 49 minutes 55 seconds West for 130.00 feet; thence run South 81 degrees 38 minutes 02 seconds East for 70.00 feet; thence South 39 degrees 38 minutes 02 seconds East for 359.54 feet; thence run North 52 degrees 17 minutes 58 seconds East for 236.36 feet; thence run South 73 degrees 28 minutes 26 seconds East for 1,337.61 feet; thence run North 00 degree 07 minutes 33 seconds West for 104.12 feet to a point on the Southerly right of way line of Atlantic Coast Railroad and the Point of Beginning of a curve to the right having a radius of 1,659.00 feet; thence run along said curve and said right of way line a chord bearing of South 36 degrees 15 minutes 09 seconds East for 2,098.74 feet to the Point of a Tangent to said curve; thence run South 00 degrees 00 minutes 40 seconds East along said tangent and said right of way line for 1,513.83 feet; thence run North 88 degrees 36 minutes 21 seconds West for 613.85 feet; thence run South 00 degrees 09 minutes 19 seconds West for 2,668.56 feet to a point on the South line of the Southwest Quarter of the Northeast Quarter of said Section 25; thence run North 88 degrees 44 minutes 08 seconds West along said Quarter-Quarter line for 658.47 feet to the Point of Beginning.

### Tract IIA:

Commence at the Southwest corner of the Southeast Quarter of Section 24, Township 20 South, Range 3 West and run South 88 degrees 36 minutes 21 seconds East along South line of said Quarter Section for 1369.47 feet to a point on the East right of way line of Atlantic Coast Railroad and the Point of Beginning of the tract of land herein described. Said Point of Beginning begin on the East right of way line of Atlantic Coast Railroad; thence continue along the last described course for 155.49 feet to a point on the West right of way line of Interstate Highway No. 65; said point being on a curve to the left having a radius of 28,497.89 feet; thence run along said right of way line a chord bearing of North 04 degrees 33 minutes 37 seconds West for 1,299.22 feet; thence run North 23 degrees 40 minutes 51 seconds West for 130.53 feet to a point on the East right of way line of Atlantic Coast Railroad; thence run South 00 degrees 00 minutes 40 seconds East along said right of way line for 1,410.75 feet to the Point of Beginning.


-Continued-



# *First American Title Insurance Company*

*-Continued-*

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## Tract IIB:

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 24, Township 20 South, Range 3 West and run North 89 degrees 18 minutes 03 seconds East along the South line of said Quarter-Quarter Section for 791.29 feet to a point on the Southwest right of way line of Atlantic Coast Railroad; thence run South 56 degrees 20 minutes 32 seconds East for 344.43 feet to a point on the Northwest right of way line of said railroad and the Point of Beginning of the tract herein described; thence run North 55 degrees 37 minutes 47 seconds East for 38.96 feet; thence North 36 degrees 13 minutes 56 seconds West for 417.29 feet; thence run North 61 degrees 28 minutes 04 seconds West for 204.96 feet; thence run South 36 degrees 26 minutes 33 seconds West for 31.47 feet to a point on the Northeast right of way line of said railroad, said right of way line having a radius of 1,759.00 feet; thence run along said right of way line a chord bearing of South 45 degrees 27 minutes 19 seconds East for 600.14 feet to the Point of Beginning.

## Parcel II:

A parcel of land situated in the Northwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama; and being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run North 89 degrees 55 minutes 41 seconds West along the North line of said Quarter-Quarter for a distance of 1,979.01 feet to the Easterly right of way of Highway 31, (Right of Way Width 200 feet), said point also being the point of curvature of a curve to the right, having a radius of 2,126.80 feet, a central angle of 12 degrees 40 minutes 42 seconds, a chord length of 469.66 feet and a chord bearing of North 00 degrees 04 minutes 25 seconds West; thence continue along the arc of said curve and said right of way for a distance of 470.62 feet to the Point of Beginning; said point also being the point of curvature of a curve to the right, having a radius of 2,126.80 feet, a central angle of 05 degrees 38 minutes 17 seconds, a chord length of 209.20 feet and a chord bearing North 09 degrees 05 minutes 05 seconds East; thence continue along the arc of said curve and said right of way for a distance of 209.28 feet; thence leaving said right of way run South 80 degrees 07 minutes 52 seconds East for a distance of 418.28 feet; thence run South 09 degrees 35 minutes 26 seconds West for a distance of 208.58 feet; thence run North 80 degrees 12 minutes 50 seconds West for a distance of 416.43 feet to the Point of Beginning.