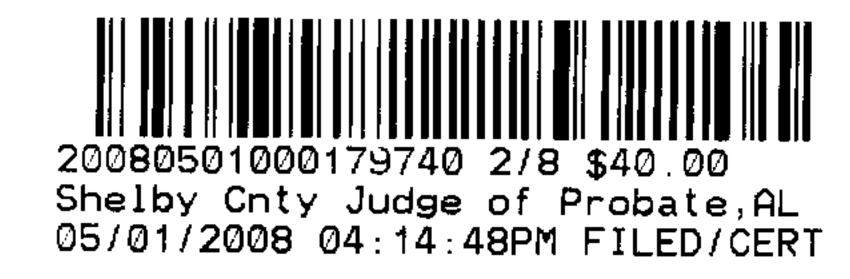
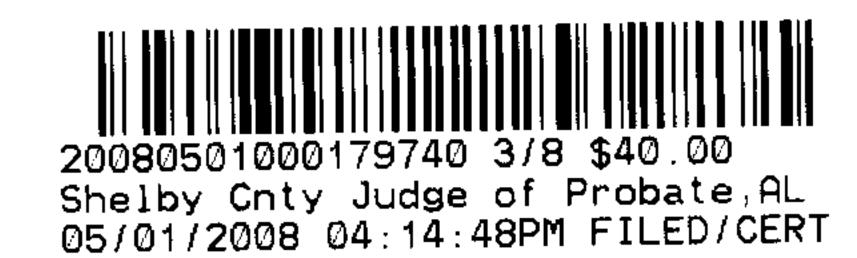


| ICC FINANCING STA | | | Shelby 05/01 | 01000179740 1/8 Coty Judge of /2008 04:14:48P | 1 FILED/CER |
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| OLLOW INSTRUCTIONS (front A. NAME & PHONE OF CONTAC | | | | | |
| Edward J. Ashton - (205) | • • | | | | |
| 3. SEND ACKNOWLEDGMENT | | | | | |
| | | | | | |
| Edward J. Ashton | Dimologii TTD | | | | |
| Walston, Wells & E 1819 5th Avenue N | • | | | | |
| Suite 1100 | | | | | |
| Birmingham, Alaba | ma 35203 | | | | |
| 1 | | | | | |
| | | THE ABOVE | enace ie ec | ND EII ING OFFICE HE | E ONLY |
| DEPTOPIC EVACT CHILLIE | CAL MANC insert estrans debter name (1s | | SPACE IS FO | OR FILING OFFICE US | EUNLY |
| 1a. ORGANIZATION'S NAME | GAL NAME - insert only <u>one</u> debtor name (1a | or 1b) - do not abbreviate or compline names | | | |
| Daniel Senior Living o | f Inverness II, LLC | | | | |
| R 16. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | | SUFFIX |
| | | | | | |
| MAILING ADDRESS | | CITY | STATE | POSTAL CODE | COUNTRY |
| 595 Grandview Parkway | | Birmingham | AL | 35243 | USA |
| 1 | INFO RE 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORG. | ANIZATIONAL ID #, if any | |
| DEBT | limeted legislatic on | Alabama | | | ✓ NC |
| ADDITIONAL DEBTOR'S EXA | ACT FULL LEGAL NAME - insert only one | debtor name (2a or 2b) - do not abbreviate or comb | oine names | | ., |
| 2a. ORGANIZATION'S NAME | | | | | |
| RIOL MONOCHALIO LA OTAMA | | FIRST NAME | MIDDLE | NAME | SUFFIX |
| 2b. INDIVIDUAL'S LAST NAME | | FIRST WAIVIE | INIDOLE | IAVIAIC | 30/1/ |
| MAILING ADDRESS | | CITY | STATE | POSTAL CODE | COUNTRY |
| . MAILING ADDRESS | | | JOIAIL | . 55772 | 0000 |
| ADD'L | INFO RE 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORG | ANIZATIONAL ID #, if any | |
| 1 | NIZATION | 1 | 1 | | NO |
| | | R S/P) - insert only <u>one</u> secured party name (3a or : | 3b) | | |
| 3a. ORGANIZATION'S NAME | VOLUME OF TOTAL PROGRAMME OF THE OFFICE OF T | | | | |
| Southern States Bank | | | | | |
| 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | | SUFFIX |
| | | | | | |
| . MAILING ADDRESS | ~ · · · · · · · · · · · · · · · · · · · | CITY The sale area | STATE | POSTAL CODE | COUNTRY |
| 201 Office Park Drive, S | Suite 220, Overlook Park | Birmingham | AL | 35223 | USA |
| This FINANCING STATEMENT cover | rs the following collateral: | | | | |
| and interest in propertie | s are covered by that certain Me | CHEDULE I attached hereto and ortgage, Assignment of Leases and the office of the Judge of Probate | d Security | Agreement dated | May 1, |
| | | | | | |
| | | | | | |
| The owner of the real pr | coperty described on Exhibit A | to Schedule I attached hereto is th | ne Debtor. | | |
| The owner of the real pr | roperty described on Exhibit A | to Schedule I attached hereto is th | ne Debtor. | | |
| The owner of the real pr | roperty described on Exhibit A | to Schedule I attached hereto is the | ne Debtor. | | |
| The owner of the real pr | roperty described on Exhibit A | to Schedule I attached hereto is the | ne Debtor. | | |
| The owner of the real pr | roperty described on Exhibit A | to Schedule I attached hereto is the | ne Debtor. | | |
| The owner of the real pr | roperty described on Exhibit A | to Schedule I attached hereto is the | ne Debtor. | | |
| The owner of the real p | roperty described on Exhibit A | to Schedule I attached hereto is the | ne Debtor. | | |
| ALTERNATIVE DESIGNATION [if a | pplicable): LESSEE/LESSOR CONS | SIGNEE/CONSIGNOR BAILEE/BAILOR | SELLER/BL | | NON-UCC FIL |
| ALTERNATIVE DESIGNATION [if a | | SIGNEE/CONSIGNOR BAILEE/BAILOR AL 7. Check to REQUEST SEARCH REPOR | SELLER/BL | (s) | NON-UCC FIL Debtor 1 Debt |
| ALTERNATIVE DESIGNATION [if a | pplicable): LESSEE/LESSOR CONS s to be filed (for record) (or recorded) in the REA Addendum [if applic | SIGNEE/CONSIGNOR BAILEE/BAILOR AL 7. Check to REQUEST SEARCH REPOR | SELLER/BL | (s) | |
| 2008 from Debtor to the | Secured Party and recorded in | the office of the Judge of Probate | | County, Alabama | a . |



UCC FINANCING STATEMENT ADDENDUM

| | LOW INSTRUCTIONS (front and back) CAME OF FIRST DEBTOR (12 or 15) ON | | TEMENIT | | | | | | |
|--|---|---|---|--|-------------------------|---------------------------------------|----------|--------------|--|
| 9, I | NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a. ORGANIZATION'S NAME | | | | | | | | |
| OR | Daniel Senior Living of I | nverness II, LLC | | | | | | | |
| | BU, INDIVIDUAL S LAST NAME | FINOT MAINE | IVIDUCE IVANIC,OUT IX | | | | | | |
| 10. | MISCELLANEOUS: | <u> </u> | | | | | | | |
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| | | | | | | S FOR FILING OFFIC | E USE ON | ILY | |
| | ADDITIONAL DEBTOR'S EXACT FULL L | EGAL NAME - insert only one n | ame (11a or 11b) - do not abbrevi | iate or combine names | | | | | |
| | | | | | | | | | |
| OR | 11b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE NAME | | SUFFIX | | |
| | | | | | | | | | |
| 11c. | MAILING ADDRESS | | CITY | | STATE | POSTAL CODE | COUN | ITRY | |
| | ······································ | | | <u></u> | | | | | |
| | ORGANIZATION | e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGAN | NIZATION J | 11g. ORG | ANIZATIONAL ID #, if an | y T | - | |
| 4.5 | DEBTOR | FT ACCIONOD C/DIO | ALABATT : | | | | | NONE | |
| 12. | ADDITIONAL SECURED PARTY'S 12a. ORGANIZATION'S NAME | or Massignor sips | NAME - insert only <u>one</u> name | (12a or 12b) | | | <u></u> | <u> </u> | |
| | | | | | | | | | |
| OR | 12b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE | NAME | SUFFI | X | |
| | | | | | | <u>7</u> | | | |
| 12c. | MAILING ADDRESS | | CITY | | STATE | POSTAL CODE | COUN | ITRY | |
| 13 | This FINANCING STATEMENT covers timbe | r to be cut or as-extracted | 16. Additional collateral descrip | otion' | · | | | | |
| | collateral, or is filed as a ixture filing. Description of real estate: | | | | | | | | |
| 14. | Description of real estate: | | | | | | | | |
| - | | | | | | | | | |
| , | See Exhibit A to Schedule | ∍ | | | | | | | |
| J | attached hereto | | | | | | | | |
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| | | | | | | | | | |
| | Name and address of a RECORD OWNER of abo | ve-described real estate | | | | | | | |
| | (if Debtor does not have a record interest): | | | | | | | • | |
| | | | | | | • • • • • • • • • • • • • • • • • • • | | | |
| 17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a Trust or Trustee acting with respect to property held in tru | | | | | operty held in trust or | T Decedent | e Estate | | |
| | | | 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 | | | | | | | |
| | | | | ction with a Public-Finance Transaction — effective 30 years | | | | | |



SCHEDULE I

Pursuant to the MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT dated as of May 1, 2008, entered into by DANIEL SENIOR LIVING OF INVERNESS II, LLC, an Alabama limited liability company (the "Borrower"), for the benefit of SOUTHERN STATES BANK, an Alabama banking corporation (the "Lender"), and as security for the Obligations, the Borrower has bargained and sold and has hereby granted, bargained, sold, transferred, assigned, set over and conveyed to the Lender, its successors and assigns, the property and interests in property described in the following Granting Clauses, and the Borrower has granted and does hereby grant to the Lender security title to and a continuing security interest in said property and interests in property and all proceeds and products thereof:

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(Project Site and Buildings)

The real property described on Exhibit A attached hereto and interests therein, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein, together with all buildings, structures and improvements now or hereafter located on such real property (the "Project Site").

II.

(Personal Property and Fixtures)

All personal property and fixtures described in <u>Exhibit B</u> attached hereto and all other personal property and fixtures located on the Project Site in which the Borrower has any interest, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

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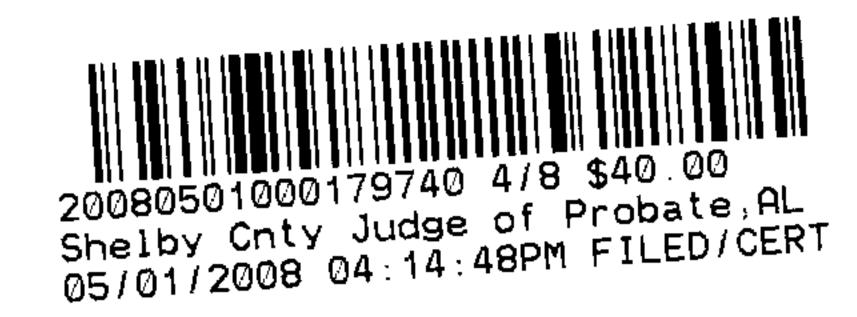
(Condemnation Awards and Insurance Proceeds)

Subject to the provisions hereof respecting application of the following for the purposes and on the terms and conditions set forth herein: (i) all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Borrower with respect to the Collateral as a result of the exercise of the right of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral (herein referred to as "Condemnation Awards"), and (ii) all right, title and interest of the Borrower in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

IV.

(Leases and Rents)

- (a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Borrower is the lessor, and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");
- (b) Any and all guaranties of performance by lessees under the Leases (excluding tenant security deposits until forfeited by a tenant);
- (c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Borrower may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, or any part thereof, including but not limited to minimum rents,



additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Collateral, together with any and all rights and claims of any kind that the Borrower may have against any such lessee under the Leases or against any sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under the Mortgage, the Borrower shall have the right under a license granted hereby (but limited as provided in Section 8.07 of the Mortgage) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) Any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees in lieu of rent, the Borrower hereby appointing the Lender as the Borrower's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

V.

(Other)

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Lender as and for additional security hereunder by the Borrower or by anyone in the behalf of, or with the written consent of, the Borrower.

All of the property described in the foregoing Granting Clauses I through V, both inclusive, is herein sometimes together referred to as the "Collateral."

TO HAVE AND TO HOLD the Collateral, together with all the rights, privileges and appurtenances thereunto belonging, unto the Lender, its successors and assigns, forever;

SUBJECT, however, to Permitted Encumbrances.

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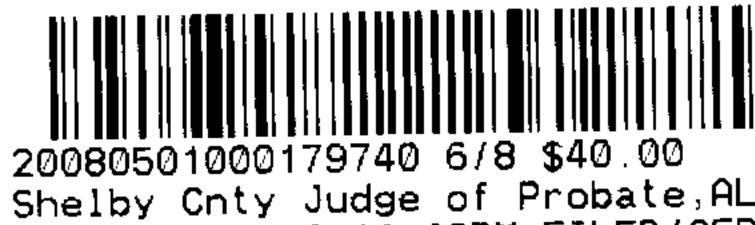
EXHIBIT A

Project Site

The description of the Project Site is set forth below:

A tract of land situated in the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Northerly direction along the East line of said SW 1/4 a distance of 149.83 feet to a found 5/8 inch rebar, being on the Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. as recorded in Instrument No. 20031202000779900 in the Office of the Judge of Probate, Shelby County, Alabama; thence 90°00'17" to the left in a Westerly direction along said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. a distance of 368.04 feet to a found 5/8 inch rebar; thence 21°44'28" to the right in a Northwesterly direction along said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. a distance of 175.52 feet to a found nail, being on the Easterly right-of-way line of Inverness Center Drive as shown on the maps of Inverness P.U.D. Additional Rights Of Way Phase II as recorded in Map Book 35, Pages 51-A through 51-F and Instrument No. 20050622000309770, Pages 1 through 6 in the Office of the Judge of Probate, Shelby County, Alabama; thence (leaving said Southerly line of McKibbon Hotel Group of Birmingham, Alabama, L.P. and said Easterly right-of-way line of Inverness Center Drive) 9°00'11" to the right in a Northwesterly direction a distance of 108.01 feet to a set 5/8 inch capped WSECO rebar (CA#003), being on the Westerly right-of-way line of said Inverness Center Drive and also lying on the Southerly line of ALTEC Industries, Inc. as recorded in Instrument No. 19811130000127160 in the Office of the Judge of Probate, Shelby County, Alabama, being the Point of Beginning, said rebar also being on a non radial curve to right having a radius of 395.77 feet and a central angle of 3°53'48"; thence 94°12'01" (angle measured to tangent) to the left in a Southwesterly direction along said Westerly right-of-way line of Inverness Center Drive and along the arc of said non radial curve a distance of 26.92 feet to a set 5/8 inch capped WSECO rebar (CA#003), being a P.O.C. (Point on Curve) of said non radial curve; thence 00°50'56" to the left (angle measured from tangent) in a Southwesterly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 152.49 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to left having a radius of 486.00 feet and a central angle of 27°33'56"; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 233.82 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southerly direction along said Westerly right-ofway line of Inverness Center Drive a distance of 25.56 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to right having a radius of 1117.50 feet and central angle of 13°03'23"; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 254.65 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 77.61 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a curve to left having a radius of 702.50 feet and a central angle of 29°09'56"; thence along the arc of said curve in a Southerly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 357.60 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southeasterly direction along said Westerly right-of-way line of Inverness Center Drive a distance of 4.45 feet to a set 5/8 inch capped WSECO rebar (CA#003) being the P.C. (Point of Curve) of a curve to right having a radius of 86.00 feet and central angle of 84°47'50"; thence (leaving said Westerly right-of-way line of Inverness Center Drive) along the Northerly right-of-way line of Lake Heather Drive as shown on the maps of Inverness P.U.D. Additional Rights Of Way Phase II as recorded in Map Book 35, Pages 51-A through 51-F and Instrument No. 20050622000309770, Pages 1 through 6 in the Office of the Judge of Probate, Shelby County, Alabama, and also along the arc of said curve in a Southeasterly, Southerly and Southwesterly direction a distance of 127.28 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said Northerly right-of-way line of Lake Heather Drive a distance of 288.53 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.C. (Point of Curve) of a non radial curve to left having a radius of 702.50 feet and a central angle of 20°29'45"; thence 00°52'16" to the



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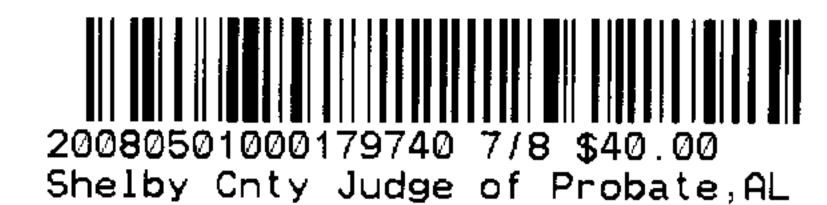
right along said Northerly right-of-way line of Lake Heather Drive and also along the arc of said non radial curve in a Southwesterly direction a distance of 251.30 feet to a set 5/8 inch capped WSECO rebar (CA#003), being the P.T. (Point of Tangent) of said non radial curve; thence tangent to said non radial curve in a Southwesterly direction along said Northerly right-of-way line of Lake Heather Drive a distance of 50.85 feet to a set cut cross in concrete, being on the Easterly line of Lake Heather Estates as recorded in Map Book 16, Pages 121A through 121C in the Office of the Judge of Probate, Shelby County, Alabama; thence (leaving said Northerly right-of-way line of Lake Heather Drive) 134°56'50 to the right in a Northerly direction along said Easterly line of Lake Heather Estates a distance of 206.60 feet to a found 1/2 inch rebar; thence 28°30'05" to the left in a Northwesterly direction along said Easterly line of Lake Heather Estates a distance of 590.65 feet to a point on the 496 contour adjacent to Lake Heather; thence 95°10'36" to the right in an Easterly direction along the 496 contour adjacent to Lake Heather (for the next forty courses and distances) a distance of 15.52 feet to a point; thence 85°44'37" to the left in a Northerly direction a distance of 103.68 feet to a point; thence 38°15'06" to the right in a Northeasterly direction a distance of 38.67 feet to a point; thence 56°28'53" to the right in an Easterly direction a distance of 27.85 feet to a point; thence 35°57'49" to the right in a Southeasterly direction a distance of 62.93 feet to a point; thence 28°32'35" to the right in a Southeasterly direction a distance of 71.73 feet to a point; thence 08°10'45" to the left in a Southeasterly direction a distance of 56.93 feet to a point; thence 76°20'13" to the left in a Northeasterly direction a distance of 31.94 feet to a point; thence 74°35'11" to the left in a Northerly direction a distance of 59.98 feet to a point; thence 19°32'34" to the right in a Northerly direction a distance of 82.69 feet to a point; thence 16°03'08" to the right in a Northeasterly direction a distance of 42.28 feet to a point; thence 45°19'13" to the right in a Northeasterly direction distance of 39.69 feet to a point; thence 28°36'49" to the right in a Easterly direction a distance of 54.63 feet to a point; thence 67°57'03" to the left in a Northeasterly direction a distance of 24.96 feet to a point; thence 61°26'54" to the left in a Northwesterly direction a distance of 61.63 feet to a point; thence 08°48'09" to the right in a Northwesterly direction a distance of 39.33 feet to a point; thence 38°27'21" to the left in a Northwesterly direction a distance of 7.94 feet to a point; thence 47°09'15" to the left in a Westerly direction a distance of 94.27 feet to a point; thence 42°30'54" to the right in a Northwesterly direction a distance of 26.99 feet to a point; thence 18°35'40" to the right in a Northwesterly direction a distance of 46.15 feet to a point; thence 05°13'08" to the right in a Northwesterly direction a distance of 45.53 feet to a point; thence 37°05'25" to the left in a Westerly direction a distance of 29.58 feet to a point; thence 06°00'36" to the right in a Northwesterly direction a distance of 55.93 feet to a point; thence 25°04'44" to the right in a Northwesterly direction a distance of 54.25 feet to a point; thence 86°09'11" to the right in a Northeasterly direction a distance of 16.62 feet to a point; thence 24°32'17" to the right in a Northeasterly direction a distance of 83.01 feet to a point; thence 13°45'50" to the right in an Easterly direction a distance of 33.50 feet to a point; thence 39°32'44" to the right in a Southeasterly direction a distance of 51.07 feet to a point; thence 33°10'28" to the left in an Easterly direction a distance of 37.75 feet to a point; thence 39°59'45" to the left in a Northeasterly direction a distance of 126.46 feet to a point; thence 12°58'43" to the left in a Northeasterly direction a distance of 29.95 feet to point; thence 09°18'41" to the right in a Northeasterly direction a distance of 66.03 feet to a point; thence 35°48'48" to the right in a Northeasterly direction a distance of 71.90 feet to a point; thence 25°40'17" to the right in an Easterly direction a distance of 9.97 feet to point; thence 53°46'03" to the right in a Southeasterly direction a distance of 55.25 feet to a point; thence 81°37'35" to the left in an Easterly direction a distance of 40.78 feet to a point; thence 27°24'29" to the right in an Easterly direction a distance of 57.32 feet to a point; thence 16°34'33" to the left in an Easterly direction a distance of 119.69 feet to a point; thence 44°14'12" to the right in a Southeasterly direction a distance of 42.65 feet to point; thence 94°27'03" to the left in a Northeasterly direction a distance of 15.41 feet to a point; thence (leaving the 496 Contour) 47°38'34" to the right in an Easterly direction along said Southerly line of ALTEC Industries, Inc. a distance of 356.98 feet to the Point of Beginning.

Containing 19.616 acres or 854,488 square feet.

Less and Except:

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 1 inch crimp iron, being the Northeast Corner of the SE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in a Southerly direction along the East line of said 1/4 - 1/4 Section a distance of 237.22 feet to a point; thence 90°00'00" to the right in a Westerly direction a distance of 1260.66 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being



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the Point of Beginning of the parcel herein described, said point being a P.O.C. (Point on Curve) of a curve to the right having a radius 225.00 feet and a central angle of 7°24'19"; thence 84°13'39" to the left (angle measured to tangent) in a Southerly direction along the arc of said curve a distance of 29.08 feet to the P.T. (Point of Tangent), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence tangent to said curve in a Southerly direction a distance of 107.11 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003), being the P.C. (Point of Curve) of a curve to the left having a radius of 1255.00 feet and a central angle of 0°04'50"; thence in a Southerly direction along the arc of said curve a distance of 1.76 feet to a P.O.C. (Point on Curve), being a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°04'50" to the right (angle measured from tangent) in a Westerly direction a distance of 125.06 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Northerly direction distance of 116.87 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 90°00'00" to the right in a Easterly direction a distance of 60.30 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the left in a Northeasterly direction a distance of 33.24 feet to a set Walter Schoel Engineering Company, Inc. capped 5/8 inch iron (CA# 003); thence 39°11'11" to the right in a Easterly direction a distance of 37.12 feet to the Point of Beginning.

Containing 15,687 square feet or 0.360 acres.

TOTAL AREA: 838,801 square feet or 19.256 acres.

20080501000179740 8/8 \$40.00 Shelby Cnty Judge of Probate, AL 05/01/2008 04:14:48PM FILED/CERT

EXHIBIT B

Description of Personal Property and Fixtures

All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Daniel Senior Living of Inverness II, LLC for the purpose of, or used or useful in connection with, the Project, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, telephones, telecopy, and other communication equipment and facilities, computers, printers, copy machines, fire detection, suppression and extinguishment facilities, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Project Site.