

20090514000181990 1/11 \$46.00
Shelby Cnty Judge of Probate, AL
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Please Return To:

National Corporate Research, Ltd.
41 State Street, Suite 600
Albany, New York 12207
(800)828-0938 (518)434-0938

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME AIG Baker Brookstone, L.L.C.	FIRST NAME		MIDDLE NAME	SUFFIX
	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 1701 Lee Branch Lane		CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 3398187 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME AIG Baker East Village, L.L.C.	FIRST NAME		MIDDLE NAME	SUFFIX
	1b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS 1701 Lee Branch Lane		CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION LLC	2f. JURISDICTION OF ORGANIZATION Delaware	2g. ORGANIZATIONAL ID #, if any 3710928 <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Wachovia Bank, National Association	FIRST NAME		MIDDLE NAME	SUFFIX
	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 375 Park Avenue, NY 4062, Attn: Robert T. Matthews		CITY New York	STATE NY	POSTAL CODE 10152	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B attached hereto and incorporated herein by this reference. The Security Agreement for this filing is contained in that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement between Debtor and Secured Party, dated March 18, 2004, and recorded in the Office of the Probate Judge of Shelby County, Alabama as document 20040322000146300.

This is a refiling of an original financing statement 20040322000146320 recorded 3/22/04 erroneously terminated as 20040601000288880 on 6/1/04, reflective of subsequent amendments thereto.

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> 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 512485-1816 File with Shelby County, Alabama	
FILING OFFICE COPY – NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20090514000181990 2/11 \$46.00
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05/14/2009 01:33:45 PM FILED/CERT**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

OR	9a. ORGANIZATION'S NAME AIG Baker Brookstone, L.L.C.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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

OR	11a. ORGANIZATION'S NAME Brookstone Town Homes, LLC				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS 1701 Lee Branch Lane		CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA
11d. TAX ID#: SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION LLC	11f. JURISDICTION OF ORGANIZATION Alabama	11g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

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

OR	12a. ORGANIZATION'S NAME				
	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 ☒ fixture filing.

14. Description of real estate:

See Exhibit B attached hereto and made a part hereof.


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 Estate18. 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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad)(REV. 07/29/98)

EXHIBIT "A" TO UCC-1


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DEBTORS: AIG BAKER BROOKSTONE, L.L.C., AIG BAKER EAST
VILLAGE, L.L.C., and BROOKSTONE TOWNHOMES, LLC

SECURED PARTY: SOUTHTRUST BANK, an Alabama banking corporation

All right, title and interest of Debtors, whether now existing or owned or hereafter acquired, in the following types of collateral:

(a) All that tract or parcel or parcels of land and estates particularly described on Exhibit B attached hereto and 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 fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower 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, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, 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 Land and Improvements;

(d) 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, subleases, licenses, rights, titles, interests, 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 owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorneys' 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;


(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) - (e) 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) - (e) above.



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EXHIBIT B


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Parcel 1 (Phase I):

Lots 1C, 4A and 4B, according to a re-subdivision of the Village at Lee Branch as recorded in Map Book 31, page 130 A & 130 B, in the Probate Office of Shelby County, Alabama, being a re-subdivision of the Village at Lee Branch, Section 1, Revision 1.

Being more particularly described as follows:

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 5; thence proceed N 88°49'06" E along the South line of said Southwest 1/4 of Northeast 1/4 for 204.40 feet to a point on the Westerly right of way margin of U.S. Highway 280 (right of way varies); thence leaving said South line of said Southwest 1/4 of Northeast 1/4 proceed N 07°19'16" W along said Westerly right of way margin for 382.75 feet to a point; thence proceed N 03°59'20" E along said Westerly right of way margin of U.S. Highway 280 for 44.06 feet to the POINT OF BEGINNING of the herein described parcel of land; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed S 82°20'46" W for 145.66 feet to an iron pin set; thence proceed S 82°06'07" W for 117.33 feet to an iron pin set; thence proceed S 82°20'46" W for 19.86 feet to an iron pin set at the beginning of a curve to the left, said curve being tangent to the last described course and having a central angle of 48°47'29", a radius of 362.50 feet and a chord which bears S 57°57'01" W for 299.45 feet; thence proceed Southwesterly along the arc of said curve for 308.69 feet to the end of said curve; thence proceed S 33°33'18" W and tangent to the last described curve for 110.93 feet to an iron pin set at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 45°30'10", a radius of 462.50 feet and a chord which bears S 56°18'22" W for 357.73 feet; thence proceed Southwesterly along the arc of said curve for 367.30 feet to the end of said curve; thence proceed S 82°47'09" W along a line that is non-tangent to the last described curve for 118.95 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of 76°12'26", a radius of 470.00 feet and a chord which bears N 48°12'39" W for 580.06 feet; thence proceed Northwesterly along the arc of said curve for 625.13 feet to the end of said curve; thence proceed N 10°06'25" W and tangent to the last described curve for 194.85 feet to an iron pin set at the beginning of a curve

to the left, said curve being tangent to the last described course and having a central angle of $56^{\circ}30'39''$, a radius of 605.00 feet and a chord which bears $N 38^{\circ}21'45'' W$ for 572.82 feet; thence proceed Northwesterly along the arc of said curve for 596.71 feet to the end of said curve; thence proceed $N 88^{\circ}45'44'' E$ along a line that is non-tangent to the last described curve for 331.81 feet to an iron pin set; thence proceed $N 88^{\circ}41'32'' E$ for 1335.96 feet to an iron pin set; thence proceed $S 00^{\circ}25'08'' E$ for 520.11 feet to an iron pin set; thence proceed $N 88^{\circ}49'06'' E$ for 165.30 feet to an iron pin set on the Westerly right of way margin of U.S. Highway 280; thence proceed $S 03^{\circ}59'20'' W$ along said Westerly right of way margin of U.S. Highway 280 for 45.70 feet to the POINT OF BEGINNING. The above described property, containing 1,180,261.40 Square Feet or 27.10 Acres more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Parcel 1, The Village at Lee Branch, Phase I, prepared by McCullers-Capps & Associates Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated September 9, 2003, last revised March 17, 2004.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- (a) Temporary Construction and Slope Easement Agreement from Asbury United Methodist Church to AIG Baker Brookstone, L.L.C., dated November 6, 2002, filed for record November, 2002 at 9:51 a.m., recorded under Instrument No. 20021108000557110 in the Office of Probate Judge of Shelby County, Alabama;
- (b) Reciprocal Easement Agreement with Covenants, Condition and Restrictions by and between AIG Baker Brookstone, L.L.C. and Lee Branch, L.L.C., dated June 30, 2003, filed for record July 1, 2003 at 12:41 p.m., recorded under Instrument No. 20030701000412990, afore said records; as amended by First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions by and between Aig Baker Brookstone, L.L.C. and Lee Branch, LLC, dated August 26, 2003, filed for record August 27, 2003 at 10:47 a.m., recorded as Instrument No. 20030827000569970 aforesaid records.

Parcel 2 (Phase II):

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said consisting of Lot 1B and Lot 5A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, Pages 130A & 130B and parcel being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence proceed N 00°27'35" W along the West line of said Northeast 1/4 of Southwest 1/4 for 1315.06 feet to a 2" iron pipe found at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed N 00°30'04" W along the West line of said Southeast 1/4 of Northwest 1/4 for 294.74 feet; to a point on the Southerly right or way margin of Doug Baker Boulevard, said right of way margin being in a curve to the left, said curve having a central angle of 24°08'37", a radius of 530.00 feet, and a chord which bears S 25°54'17" E for 221.69 feet; thence proceed Southeasterly along said Southerly right or way margin and along the arc of said curve for 223.33 feet to the end of said curve; thence proceed S 52°01'25" W along said Southerly right or way margin and radial to the last described curve for 7.50 feet to a point at the beginning of a curve to the left, said curve being radial to the last described course and having a central angle of 108°28'09", a radius of 537.50 feet and a chord which bears N 87°47'21" E for 872.27 feet; thence proceed Easterly along the arc of said curve for 1017.56 feet to the end of said curve; thence proceed N 33°33'18" E along said Southerly right or way margin and tangent to the previously described curve for 84.38 feet to the Northwest corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, Pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence leaving said Southerly right or way margin, proceed S 56°26'42" E along the Southeasterly line of said Lot 3A for 93.23 feet to the Southwest corner of said Lot 3A; thence proceed N 89°04'30" E along the South line of said Lot 3A for 180.92 feet to the Southeast corner of said Lot 3A, said point being on the west line of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1 - REVISION 1" as recorded in Map Book 31, Pages 43A and 43B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed S 01°10'54" E along the West line of said Lot 2 for 119.95 feet to a point; thence proceed N 88°49'06" E along the Southwesterly line of said Lot 2 for 13.01 feet to a point; thence proceed S 00°25'08" E along the West line of said Lot 2 for 34.72 feet to a point; thence proceed N 88°49'06" E along the South line of said Lot 2 for 53.54 feet to a point on the East line of said Northeast 1/4 of Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°25'08" E along said East line of Northeast 1/4 of Southwest 1/4 for 652.68 feet to a point; thence proceed S 88°55'06" W for 30.00 feet to a point; thence proceed S 00°25'08" E for 630.00 feet to a point on the South line of said Northeast 1/4 of Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 88°55'06" W along said South line of Northeast 1/4 of Southwest 1/4 for 1303.54 feet to the POINT OF BEGINNING. The above described property, containing ±1,738,847.9 square feet, or 39.918 acres more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Lots 1B and 5A, The Village at Lee




Debtor: AIG Baker Brookstone, L.L.C., AIG Baker East Village, L.L.C., Brookstone Town Homes, LLC

Branch, Phase II, prepared by McCullers-Capps & Associates, Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated February 23, 2004, last revised March 17, 2004.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Reciprocal Easement Agreement by and between AIG Baker Brookstone, L.L.C. and Compass Bank, dated August, 2003, filed for record August 27, 2003 at 10:47 a.m., recorded as Instrument No. 20030827000569990, Office of the Probate Judge of Shelby County, Alabama.



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Parcel 3

RESIDENTIAL TRACT

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel of land being more particularly described as follows:

Commence at a rebar found purported to be the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West, said point being the POINT OF BEGINNING; thence proceed N88°38'50"E along the North line of said Southwest 1/4 of Northwest 1/4 for 1334.18 feet to a 2" open top pipe found, purported to be the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West; thence proceed S00°29'13"E along the East line of said Southwest 1/4 of the Northwest 1/4 for 331.15 feet to a rebar found on the North line of Lot 1-C of "A Resubdivision of The Village at Lee Branch" as recorded in Map Book 31, Pages 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence proceed S 88°45'44"W along said North line of Lot 1-C for 331.81 feet to a point on the Northerly right of way margin of Doug Baker Boulevard, said right of way margin being in a curve to the left, said curve being non-tangent to the last described course and having a radius of 605.00 feet, a central angle of 19°41'25", and a chord which bears N76°27'47"W for 206.89 feet; thence proceed along the arc of said curve and along said Northerly right of way margin for 207.91 feet to a point; thence proceed S03°41'31"W along said Northerly right of way margin and radial to the last described curve for 5.00 feet to a point on a curve to the left, said curve being radial to the last described course and having a radius of 600.00 feet, a central angle 04°55'47" and a chord which bears N88°46'22"W for 51.61 feet; thence proceed along the arc of said curve and along said Northerly right of way margin for 51.62 feet to the end of said curve; thence proceed S88°45'44"W along said Northerly right of way margin and tangent to the last described curve for 749.40 feet to a point on the West line of said Section 5, Township 19 South, Range 1 West; thence proceed N00°32'10"W along said West line of Section 5 for 278.46 feet to the POINT OF BEGINNING. The above described property, containing 393,372.151 square feet, or 9.031 Acres, more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Parcel 3, The Village at Lee Branch, Phase II, prepared by McCullers-Capps & Associates, Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated February 23, 2004, last revised March 17, 2004.


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Parcel 4

RETAIL TRACT

A parcel of land situated in the Southeast quarter of the Northeast quarter of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel of land being more particularly described as follows:

Commence at a 5/8" rebar found purported to be the Northeast corner of the Southeast quarter of the Northeast quarter of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S00°32'10"E along the East line of said Southeast 1/4 of the Northeast 1/4 for 328.47 feet to a 3/4" pipe found on the Southerly right of way margin of Doug Baker Boulevard; thence leaving the East line of said Southeast 1/4 of the Northeast 1/4, proceed S88°54'17"W along said Southerly right of way margin for 152.66 feet to a point, said point being the POINT OF BEGINNING; thence leaving said Southerly right of way margin continue S88°54'17"W for 563.08 feet to a point; thence proceed N24°11'22"W for 52.13 feet to a iron pin found; thence proceed N58°49'55"W for 73.62 feet to a point on the Southeasterly right of way margin of Alabama Highway 119 (Cahaba Valley Road), having an 80 foot right of way width, said right of way margin being in a curve to the right, said curve being non-tangent to the last described course and having a radius of 2824.79 feet, a central angle of 03°18'07" and a chord which bears N43°30'40"E for 162.77 feet; thence proceed along the arc of said curve and along said Southeasterly right of way margin for 162.79 feet to a concrete monument found; thence proceed N45°09'43"E along said Southeasterly right of way margin and tangent to the last described curve for 87.15 feet to a point on the Southwesterly right of way margin of Doug Baker Boulevard; thence leaving said Southeasterly right of way margin of Alabama Highway 119 (Cahaba Valley Road) proceed S87°40'18"E along said Southwesterly right of way margin of Doug Baker Boulevard for 69.01 feet to a point; thence proceed S46°33'25"E along said Southwesterly right of way margin for 124.09 feet to a point at the beginning of a curve to the left, said curve being tangent to the last described course and having a radius of 600.00 feet, a central angle of 34°00'30", and a chord which bears S63°33'39"E for 350.93 feet; thence proceed along the arc of said curve and along said Southwesterly right of way margin for 356.13 feet to the end of said curve; thence proceed S01°05'43"E along said Southwesterly right of way margin and non-tangent to the last described curve for 10.00 feet to the POINT OF BEGINNING. The above described property, containing 85,982.982 square feet, or 1.974 Acres, more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Parcel 4, The Village at Lee Branch, Phase II, prepared by McCullers-Capps & Associates, Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated February 23, 2004, last revised March 17, 2004.

Debtor: AIG Baker Brookstone, L.L.C.,
AIG Baker East Village, L.L.C.
Brookstone Town Homes, LLC

EXHIBIT B - CONTINUED

LESS AND EXCEPT THE FOLLOWING (Legal Descriptions of Real Property Collateral to be Released):

Lot 6 of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, Page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1 as recorded in Map Book 31, Pages 130A and 130B, in the Probate Office of Shelby County, Alabama.

Lot 2 of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, Page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1 as recorded in Map Book 31, Pages 130A and 130B, in the Probate Office of Shelby County, Alabama.

Pad B Lot 4B, according to the re-subdivision of The Village at Lee Branch as recorded in Map Book 31, Pages 130A and 130B, in the Probate Office of Shelby County, being a re-subdivision of The Village at Lee Branch, Section 1, Revision 1.

Lot 4A, according to the re-subdivision of The Village at Lee Branch as recorded in Map Book 31, Pages 130A and 130B, in the Probate Office of Shelby County, being a re-subdivision of The Village at Lee Branch, Section 1, Revision 1.

Lot 1, according to the survey of The Village at Lee Branch, Sector 2 as recorded in Map Book 33, Page 3 in the Probate Office of Shelby County, Alabama.