

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** ("First Amendment") is made and entered into by and between, **AIG BAKER LEE BRANCH, L.L.C.**, ("Landlord") and **AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C.**, a Delaware limited liability company, or its assigns ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated June 1, 1998 (the "Lease") with respect to that certain Building and property located in Lee Branch Corporate Center, Shelby County, Alabama;

**WHEREAS**, the Agreement sets forth the definition of Premises;

**WHEREAS**, Landlord and Tenant wish to amend the definition of Premises and further amend the Agreement as set forth hereafter.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Agreement and agree as follows:

1. Paragraph 1(b) of the Lease shall be deleted and the following inserted in lieu thereof:

(b) "Premises" shall mean the entirety of the office building as constructed on Parcel 9 of Lee Branch Corporate Center, as further described hereafter, (the "Building") and Parcel 9 of Lee Branch Corporate Center, as set forth on the Amended Map of Lee Branch Corporate Center, as recorded at Map Book 26, Page 109, located within the Project.

2. This First Amendment shall be binding upon, and inure to the benefit of, the respective heirs, executors, legal representatives, successors and assigns of Tenant and Landlord. This First Amendment shall be governed by, construed under and interpreted and enforced in accordance with, the laws of the State of Alabama. This First Amendment contains the entire agreement of Tenant and Landlord with respect to the subject matter herein. Except as modified and amended herein, the Lease is and shall remain in full force and effect, and Buyer and Seller each hereby ratify and confirm the Lease, as amended hereby.

**SIGNATURES ON FOLLOWING PAGE.**

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IN WITNESS THEREOF, Buyer and Seller have executed this First Amendment to Lease in multiple originals and/or counterparts as of the 21 day of February, 2000.

**LANDLORD:**

**AIG BAKER LEE BRANCH, L.L.C.,**  
A Delaware limited liability company,

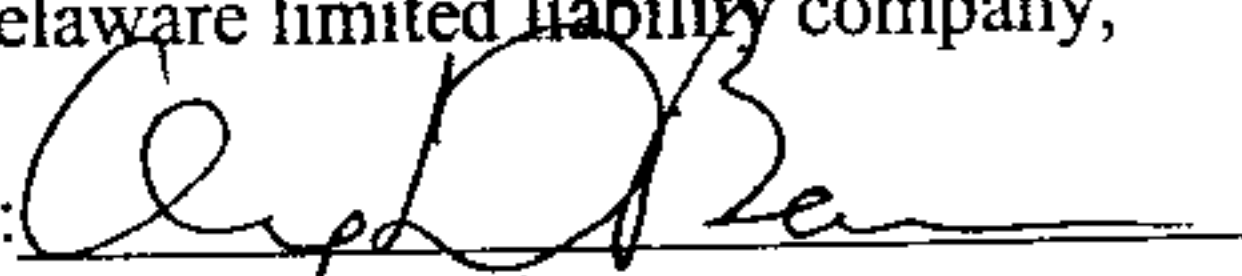
By: AIG Baker Shopping Center Properties, L.L.C.,  
Its sole member

By: 

Title: President

**TENANT:**

**AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C.,**  
a Delaware limited liability company,

By: 

Title: President

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