

STATE OF ALABAMA)

SHELBY COUNTY)

Send Tax Notices To:
Todd Cung, President
Genesis Expert Systems, Inc.
1201 Lee Branch Lane
Birmingham, Alabama 35242

Inst # 2000-05487

02/22/2000-05487
03:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
83-50
003 NMS

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred Ninety-Nine Thousand Nine Hundred Eighty-Three and 96/100 (\$199,983.96) in hand paid by **GENESIS EXPERT SYSTEMS, INC.**, a Georgia corporation, (the "Grantee"), to the undersigned grantor, **AIG BAKER LEE BRANCH, L.L.C.**, Delaware limited liability company, (the "Grantor"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee the following described real estate, situated in Birmingham, Shelby County, Alabama, to-wit:

Parcel 3 A of that certain map entitled AMENDED MAP OF LEE BRANCH CORPORATE CENTER, as said map appears of record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 26, Page 109, being a resurvey of Parcels 1, 3, 8, and 5 Lee Branch Corporate Center as recorded in Map Book 26, Page 33 in the Office of the Judge of Probate of Shelby County, Alabama (the "Property");

The Property is conveyed subject all matters of record including without limitation the title encumbrances and restrictions described in Exhibit A.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received and that Grantor will warrant and defend such title to the Property against the lawful claims of all persons claiming by, through or under Grantor, except for the encumbrances and restrictions set forth on Exhibit A.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns forever.

By its acceptance of this Statutory Warranty Deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or any buildings, improvements, or structures now or hereafter located upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether

contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor; any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, and other entities holding under or through Grantee.

IN WITNESS WHEREOF, the said Grantor, who is authorized to execute this conveyance, hereto sets its signature and seal this the ____ day of February, 2000.

GRANTOR:

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: 

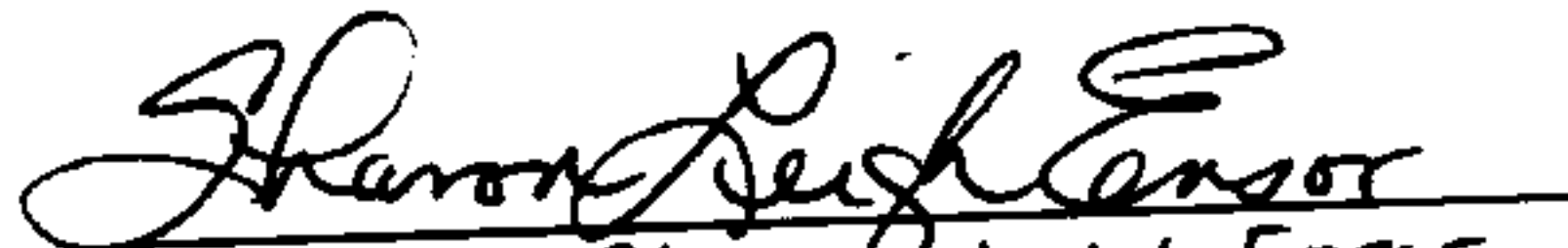
Its: President

STATE OF ALABAMA)

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COUNTY OF SHELBY)

On this 22 day of February, ²⁰⁰⁰~~19~~, before me appeared Alex D. Baker, to me personally known, who being by me duly sworn, did say that he/she is the President of AIG Baker Shopping Center Properties, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, the sole member of AIG Baker Lee Branch, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware and that said instrument was signed and sealed on behalf of said limited liability company by authority of its members, and said President acknowledged said instrument to be the free act and deed of said limited liability company.



Print Name: Sharon Leigh Ensor

Notary Public, State at Large, Alabama

My Commission Expires: Jan. 2, 2001

Exhibit A

Permitted Exceptions

1. Taxes for the year 2000 and subsequent years.
2. Restrictions appearing of record in Map Book 8, Page 106.
3. Easement(s); building line; and, restrictions appearing of record in Map Book 26, Page 33; as amended by the Amended Map of Lee Branch Corporate Center recorded in Map Book 26, Page 109.
4. Right-of-way granted to Shelby County, Alabama recorded in Volume 135, Page 126.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 149, Page 1.
6. Right-of-way granted to Alabama Power Company recorded in Volume 109, Page 502.
7. Covenants regarding sewage system recorded in Inst. No. 1998-16516.
8. Declaration of Protective Covenants for Lee Branch Corporate Center ("Declaration") and the underlying terms of the Lee Branch Corporate Center Property Owners Association referenced therein, said Declaration appearing of record in Inst. No. 2000- 05486.

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