

This document was prepared by

After recording return to:

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STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) to the undersigned grantor, **LEE EDWARD KNIGHT**, a married man (the "Grantor"), in hand paid by **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company (the "Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby remise, release, quit claim and convey unto Grantee all of his right, title and interest in and to the following real estate (the "Property") situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the North half of the South two-thirds of the West one-third of the North half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 2" capped pipe purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00°27'35" East along the West line of said N.E. 1/4 of S.W. 1/4 for a distance of 219.18 feet a point, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed North 88°50'06" East for a distance of 444.78 feet to a point; thence proceed South 00°26'46" East for a distance of 219.31 feet to a point; thence proceed South 88°51'06" West for a distance of 444.73 feet to a point on the West line of said N.E. 1/4 of S.W. 1/4; thence along the West line of said N.E. 1/4 of S.W. 1/4 proceed N 00°27'35" W for a distance of 219.18 feet to the POINT OF BEGINNING.

Subject, however, to those matters which are set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Permitted Encumbrances").

GRANTOR REPRESENTS AND WARRANTS THAT NO PART OF THE PROPERTY CONSTITUTES THE HOMESTEAD OF THE GRANTOR OR HIS SPOUSE.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights, rights of way, privileges, tenements, hereditaments, easements, and

appurtenances pertaining thereto unto the use and benefit of Grantee, its successors and assigns, in fee simple forever.

THIS QUIT CLAIM DEED IS EXECUTED TO PERFECT TITLE IN GRANTEE.

IN WITNESS WHEREOF, Grantor have caused this Deed to be properly executed under seal on this 31st day of May, 2002.

GRANTOR:

 (SEAL)
LEE EDWARD KNIGHT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lee Edward Knight, whose name is signed to the foregoing Quit Claim Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Quit Claim Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 31st day of May, 2002.

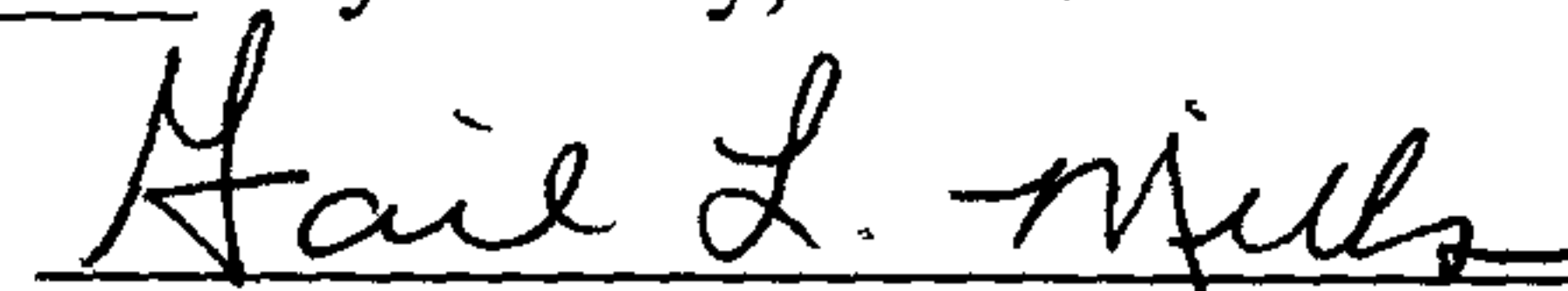

NOTARY PUBLIC
My Commission Expires: 2/26/02

EXHIBIT A

PERMITTED ENCUMBRANCES

1. Ad valorem taxes for the year 2002 and subsequent years, a lien not yet due and payable.
2. Right-of-Way granted to Alabama Power Company recorded in Deed Book 109, Page 496 and in Deed Book 185, Page 132, in the Probate Office of Shelby County, Alabama.
3. Right-of-Way to the State of Alabama as recorded in Deed Book 298, Page 259 and Deed Book 294, Page 422 in said Probate Office.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Deed Book 259, Page 350, Deed Book 331, Page 262, and Deed Book 247, Page 709, in said Probate Office.
5. Terms and Conditions of that certain private easement for ingress and egress as recorded as Instrument No. 1992-25099.