

This instrument was prepared by:
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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to the undersigned grantor, **ASBURY UNITED METHODIST CHURCH**, an Alabama nonprofit corporation (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, subject to the Reversion, as hereinafter defined, hereby grant, bargain, sell, and convey unto Grantee all of its right, title and interest in and to that certain real estate (the "Property") situated in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

Subject, however, to those matters which are set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Encumbrances") and the terms, covenants and agreements hereinafter provided and the Reversion, as hereinafter defined.

TO HAVE AND TO HOLD the Property unto the Grantee and the Grantee's successors and assigns, forever.

AND Grantor does represent and warrant and covenant with the Grantee, Grantee's successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that the Property is free from all encumbrances other than the Permitted Encumbrances; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor and Grantor's successors and assigns will warrant and defend the same to the said Grantee, Grantee's successors and assigns, forever against the lawful claims of all persons claiming by, through, or under the Grantor, but not otherwise.

In consideration of this conveyance, the parties hereto further agree with one another as follows:

1. Grantee covenants and agrees that it will construct (or cause a general contractor selected by Grantee (and reasonably acceptable to the Grantor) to construct), at Grantee's expense, an approximately 50 foot wide (right-of-way varies) permanent all-weather paved road which shall be constructed substantially in accordance with plans and specifications prepared by Lowe & Associates (the "Engineer") dated July 18, 2002, Job No. BC1005, Sheets R1 - R17, and approved by the Grantor and the applicable governmental authority of Shelby County, Alabama (the "Approved Plans and Specifications"), which such road will provide access from U.S. Highway 280 to U.S. Highway 119, as depicted in the approved Plans and Specifications (the "Connector");

Road"). Grantee agrees that the construction of the Connector Road shall be coordinated with the appropriate state, county and/or local officials, such that the same shall be completed in compliance with all applicable governmental requirements for a dedicated public roadway, and shall meet the minimum technical standards for dedicated commercial roadways for the applicable governmental authorities having jurisdiction over the construction of the Connector Road (the "Governmental Authorities"), including all curbs, gutters, drainage facilities or other customary appurtenances thereto and shall comply with the requirements of and be satisfactory to the applicable engineering inspection of the applicable Governmental Authorities.

2. Grantee covenants and agrees to construct the Connector Road in a good and workmanlike manner in compliance with the Approved Plans and Specifications and all applicable laws and regulations on or before one (1) year from the date of that this Deed is recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Completion Date"); provided, however that (a) any delays in completion caused by acts of God, acts of war, or similar circumstances beyond the control of Grantee or its general contractor ("Force Majeure") shall extend the Completion Date by an amount of time, not to exceed one (1) year from the Completion Date, equal to the time period of the delay and (b) notwithstanding anything provided herein to the contrary, in the event the Connector Road has not achieved Substantial Completion, as hereinafter defined, on or before two (2) years from the date of that this Deed is recorded in the Office of the Judge of Probate of Shelby County, Alabama, then, irrespective of matters of Force Majeure, fee simple title to the Property shall automatically revert back to and re-vest in Grantor, without the necessity of re-entry and repossession or any other action on the part of Grantor (the "Reversion"). Grantee acknowledges and agrees that (i) no compensation or reimbursement of any kind shall be due to Grantee by reason of the occurrence of the Reversion, (ii) Grantee waives any and all claims against Grantor for reimbursement of any amounts paid or incurred by Grantee in connection with its attempts to improve the Property or for any loss or expense suffered, paid or incurred by Grantee as a result of the Reversion and (iii) the Reversion shall occur subject only to those matters of title which affect the Property as of the date and time of delivery of this deed by Grantor to Grantee and Grantee shall cause any other matters of title, including, without limitation, any liens, mortgages or other encumbrances on the Property arising at any time after the delivery of this deed by Grantor to Grantee to be immediately removed from the Property. As used herein, the term "Substantial Completion" shall mean (1) the completion of construction of the Connector Road in accordance with the Approved Plans and Specifications and all applicable governmental requirements and regulations, as certified by a written certificate of the Engineer addressed to the Grantor and Grantee, and (2) the opening of the Connector Road for vehicular traffic from U.S. Highway 280 to Alabama State Highway 119. Upon the timely occurrence of Substantial Completion on or before the Completion Date, as the same may be extended as provided in this Paragraph 2, Grantor covenants and agrees to execute and deliver to Grantee an instrument in recordable form reasonably acceptable to Grantee acknowledging that Substantial Completion has occurred, which instrument may be recorded by Grantee in the Office of the Judge of Probate of Shelby County, Alabama, which acknowledgment shall, upon recordation of the same, constitute a waiver, release and termination of the Reversion.

3. Upon completion of construction of the Connector Road, Grantee covenants and agrees to undertake actions necessary to dedicate the Connector Road for public use, and to convey and surrender the same to the applicable Governmental Authorities for maintenance. Pending dedication of the Connector Road, Grantee will, at its sole cost and expense, maintain the Connector Road in good condition and repair at all times.
4. In connection with the development of approximately 31 acres, more or less, of real property owned by Grantee which is contiguous to the Property and which will be benefited by the Connector Road (the "AIG Baker Land"), Grantee covenants and agrees to engineer the drainage of the AIG Baker Land by way of detention ponds to be situated wholly on the AIG Baker Land, which detention ponds will also serve any stormwater runoff arising from the Connector Road and its accompanying curbs, gutters, and drainage pipes.
5. Grantor covenants and agrees that, at such time as the Connector Road achieves Substantial Completion, Grantor shall pay to Grantee the sum of One Hundred Thousand Dollars (\$100,000) in cash, as a partial contribution towards the cost of construction of the Connector Road. Grantor shall have no further obligations of any nature to pay for any costs relating to the construction, operation, maintenance or repair of the Connector Road.
6. It is anticipated that, at some time in the future, Grantor may construct a tie-into road which will connect to the Connector Road. Grantor agrees to obtain Grantee's approval of the place of connection of the Grantor's tie-in road, which such approval will not be unreasonably withheld; provided, however, that no approvals shall be required from Grantee at any time after the Connector Road is dedicated as a public roadway.

IN WITNESS WHEREOF, the undersigned have caused this Deed to be executed on this 6th day of ~~October~~^{November}, 2002.

GRANTOR:

ASBURY UNITED METHODIST CHURCH, an
Alabama nonprofit corporation


BY: [Signature]
NAME: William H. Dawson
as Trustee of the Board of Trustees
of Asbury United Methodist Church, Inc.

BY: [Signature]
NAME: Jim Beatherton, Jr.
as Trustee of the Board of Trustees
of Asbury United Methodist Church, Inc.

GRANTEE:

AIG BAKER BROOKSTONE, L.L.C.
a Delaware limited liability company

BY: AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C.
a Delaware limited liability company
Its Sole Member

BY: 
W. Ernest Moss
Its: Executive Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William H. Dawson and Jim Brotherton, Jr., as Trustees of the Board of Trustees of Asbury United Methodist Church, an Alabama non-profit corporation, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such Trustees and with full authority, executed the same voluntarily in their representative capacities for and as the act of said Church.

Given under my hand and seal, this 6th day of November, 2002.

Cristine K. Byrd

NOTARY PUBLIC

My commission expires: 7-2-03

(SEAL)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Ernest Moss as Executive Vice President of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, as sole member of AIG Baker Brookstone, L.L.C., a Delaware limited liability company, whose name is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Statutory Warranty Deed, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and seal, this 5th day of November, 2002.

Cristine K. Byrd

NOTARY PUBLIC

My commission expires: 7-2-03

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Commence at a 2" diameter open top pipe found at the N.E. corner of the S.W. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°29'13" E along the East line of said S.W. 1/4 of N.W. 1/4 for 331.15 feet to a rebar found and the POINT OF BEGINNING; thence proceed S 00°30'04" E and continuing along the East line of said S.W. 1/4 of N.W. 1/4 for 692.40 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angle of 03°43'33", a radius of 530.00 feet and a chord which bears N 11°58'12" W, for 34.46 feet; thence proceed Northwesterly along the arc of said curve for 34.46 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 the beginning of a curve to the left, said curve being tangent to the last described course and having a central angle of 76°12'04", a radius of 545.00 feet, and a chord which bears N 48°12'27" W, for 672.58 feet; thence proceed Northwesterly along the arc of said curve for 724.83 feet to a point; thence proceed N 03°41'31" E along a line that is non-tangent to the last described curve for 5.00 feet to a point on a curve to the left, said curve being non-tangent to the last described course and having a central angle of 04°55'47", a radius of 550.00 feet and a chord which bears N 88°46'22" W, for 47.31 feet; thence proceed Northwesterly along the arc of said curve for 47.32 feet to a point; thence proceed N 88°45'44" E for 583.85 feet to the POINT OF BEGINNING.

Containing 2.005 acres more or less.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes and assessments due and payable October 1, 2003, and subsequent years, a lien not yet due and payable.
2. 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.
3. Transmission line permit granted to Alabama Power Company as shown by instrument recorded in Deed Book 166, Page 418; Deed Book 134, Page 552, in the Probate Office of Shelby County, Alabama.
4. Oil and Gas lease as recorded in Deed Book 346, Page 368, in the Probate Office of Shelby County, Alabama.
5. All easements, restrictions, reservations, rights-of-way and other matters of record.

CONSENT

The undersigned, Mark S. Lacey, as pastor of Asbury United Methodist Church, an Alabama nonprofit corporation, and William B. Morgan, Jr., the District Superintendent of the United Methodist Church, Birmingham-East District, North Alabama Conference, do hereby consent to the execution and delivery of the foregoing Statutory Warranty Deed by Asbury United Methodist Church, an Alabama nonprofit corporation.

Dated as of the 6th day of November, 2002.

Mark S. Lacey
Printed Name: MARK S. LACEY
Pastor of Asbury United Methodist Church

William B. Morgan Jr.
William B. Morgan, Jr., District
Superintendent of the United Methodist
Church, Birmingham-East District, North
Alabama Conference