

STATE OF ALABAMA

COUNTY OF JEFFERSON

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") made this 13th day of November, 2002, is given by **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company ("**Borrower**") to **COMPASS BANK**, an Alabama banking corporation ("**Lender**").

WHEREAS, in connection with a loan (the "**Loan**") from Lender to Borrower in the amount of TWENTY-TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$22,250,000.00) of even date herewith, as evidenced by a promissory note or notes of even date from Borrower to Lender in such amount (collectively, the "**Note**"), and to secure said Loan and Note, along with other indebtedness of Borrower to Lender ("**Other Indebtedness**"), Borrower has executed and delivered to Lender contemporaneously herewith, among other documents, a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (the "**Mortgage**") conveying the real estate legally described in **Exhibit A** hereto (the "**Premises**") and a Construction Loan Agreement or Loan Agreement (the "**Loan Agreement**") (the Note, Mortgage, Loan Agreement any other document evidencing, securing or given in connection with the Loan are collectively referred to herein as the "**Loan Documents**"); and

WHEREAS, the Borrower desires to further secure (i) the payment of principal, interest and all other sums now due or hereafter to become due under the Loan and Note, including any extensions, modifications or renewals thereof, and under the Loan Documents, and under any instruments or documents evidencing or securing any Other Indebtedness (the "**Other Indebtedness Instruments**"), and (ii) the performance of each and every obligation, covenant and agreement of the Borrower contained in this Assignment, in the other Loan Documents, and in the Other Indebtedness Instruments.

NOW, THEREFORE, the Borrower, for and in Lender making the Loan, for Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as **FURTHER AND ADDITIONAL SECURITY** as aforesaid to the Lender, and to secure the prompt payment of the Loan and Note, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges incurred by Lender on account of Borrower, including but not limited to reasonable attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby sell, assign and transfer unto the Lender all leases, subleases and lease guaranties of or relating to all or part of the Premises, whether now existing or hereafter created or arising, including without limitation those certain leases, if any, specifically described on an exhibit to this Mortgage, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Lender under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to the Lender, and the Borrower does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Premises as hereinafter provided), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such term, in its discretion as it may

determine, and after an Event of Default, to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases, lease guaranties and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The Borrower represents and agrees that no rent (other than security deposits) has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower. The Borrower waives any right of setoff against any person in possession of any portion of the Mortgaged Property. The Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Mortgaged Property.

Nothing herein contained shall be construed as constituting the Lender as "mortgagee in possession" in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions hereinafter contained or contained in the other Loan Documents. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Borrower.

The Borrower further agrees to execute and deliver, immediately upon the request of the Lender, all such further assurances and assignments of subleases, lease guaranties and agreements in the Premises as the Lender shall from time to time require.

It is the intention of the parties that this Assignment shall be a present assignment; however, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Borrower shall have the right to collect the rents and to enter into leases with respect to the Premises as herein provided so long as there exists no Event of Default under the Loan Agreement or the other Loan Documents, and provided further, that Borrower's right to collect such rents and to enter into such leases shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Lender.

The Lender shall not, prior to becoming the title owner of the Premises, be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Premises, and the Borrower shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, subleases or agreements; provided, that Borrower shall not indemnify Lender against matters caused by Lender's own gross negligence or willful misconduct. Should the Lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Lender in connection with any one or more of said leases, subleases or agreements (other than with respect to matters caused by the Lender's own gross negligence or willful misconduct), the Borrower agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Borrower, all such costs, expenses and reasonable attorneys' fees shall be secured by this Assignment and the Mortgage.

In any case in which, under the provisions of the Mortgage, the Lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared

to be immediately due, or whether before or after institution of legal proceedings or any other action to foreclose the lien thereof, or whether before or after sale thereunder, forthwith, upon demand of the Lender and if and to the extent permitted by law, the Borrower agrees to surrender to the Lender, and the Lender shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorneys, and the Lender in its discretion may, if and to the extent permitted by law as aforesaid, enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Borrower or then owner of the Premises relating thereto, and may exclude the Borrower, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security for the avails, rents, issues, and profits of the Premises, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Borrower except as otherwise required by applicable law, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Borrower to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious in its discretion, to insure and reinsure the same for all risks incidental to the Lender's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

Upon the occurrence of any Event of Default under the Mortgage, the Loan Agreement or any other Loan Documents, then, in addition to the other rights and remedies set forth in this Assignment and in the Loan Documents, Lender shall have the right to demand and collect directly from tenants rents accruing from leases and subleases of the Premises.

The Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Lender may determine:

(a) To the payment of the operating expenses of said Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Lender and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said Premises, including the cost from time to time of installing, repairing and replacing heating and cooling appliances, and gas or electric stoves therein, and of placing said Premises in such condition as will, in the judgment of the Lender, make it readily rentable; and

(d) To the payment of any indebtedness evidenced or secured by the Note, the Mortgage, any other Loan Document, or any Other Indebtedness Instrument, or any deficiency which may result from any foreclosure sale of the Premises.

The Borrower does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any lease or tenancy to the Lender upon receipt of demand from said Lender to pay the same.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Lender, and shall not be deemed exclusive of any of the remedies granted in the Mortgage and the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Borrower" is mentioned herein, it is hereby understood that the same includes both the singular and plural in number and the masculine, feminine or neuter gender, as the context hereof shall require, and shall include and be binding upon heirs, successors and assigns (including successors by consolidation) of the Borrower, and any party or parties holding title to the Premises by, through or under the Borrower. All of the rights, powers, privileges and immunities herein granted and assigned to the Lender shall also inure to its successors and assigns, including all holders, from time to time, of the Note and the other Loan Documents.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the Borrower, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to such foreclosure, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

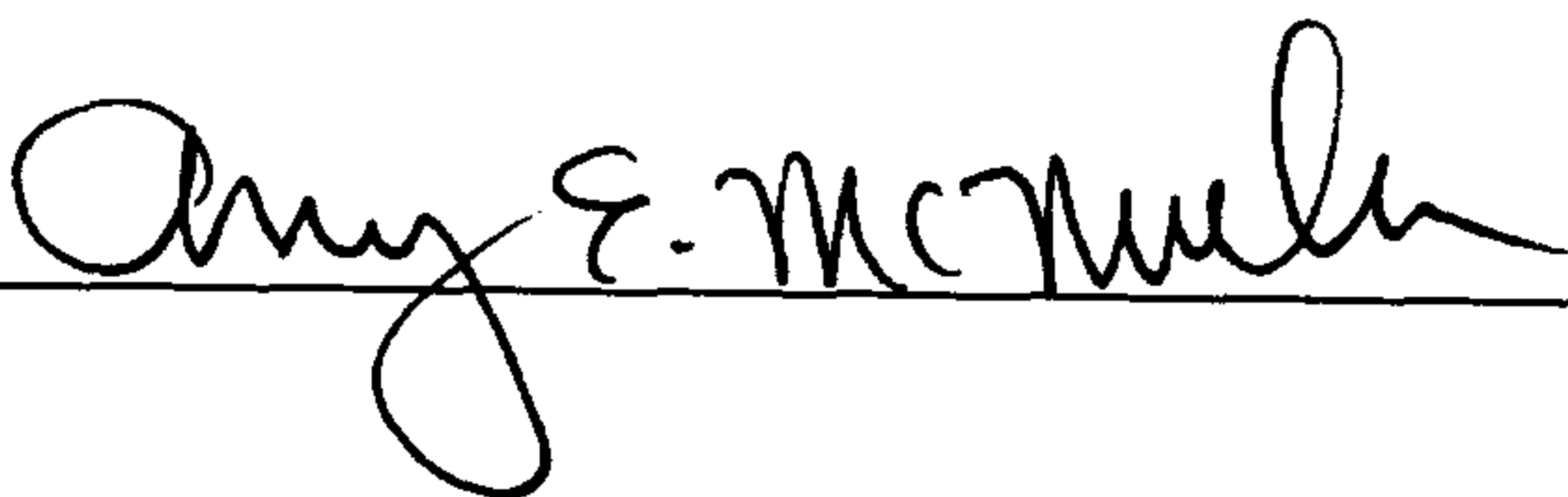
IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed and delivered as of the date first set forth above.

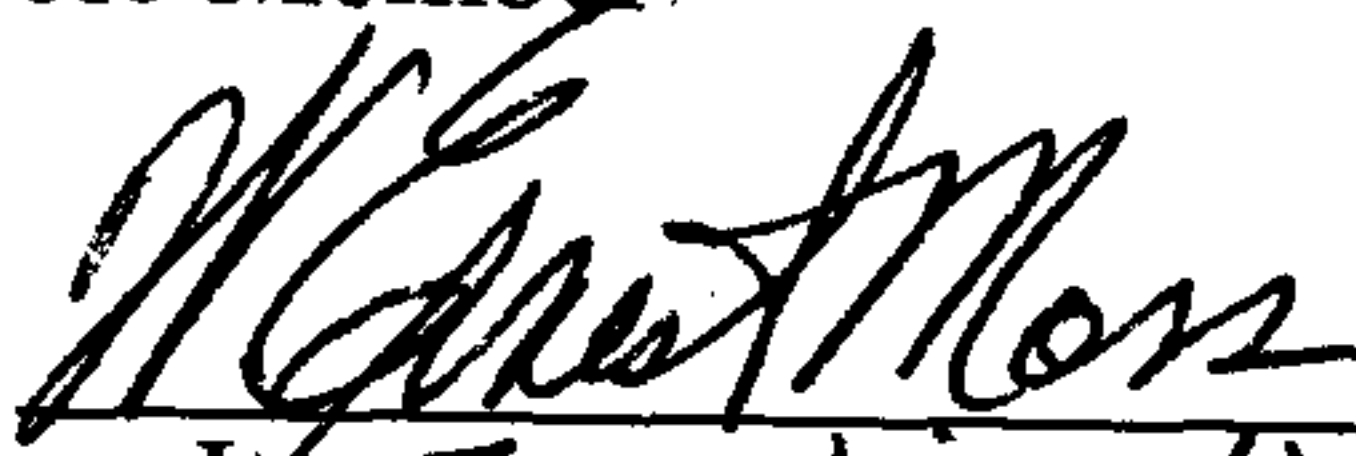
BORROWER:

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

WITNESS:

By: **AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C.**,
a Delaware limited liability company,
its sole Member.



By: 
Its: Executive Vice President

STATE OF ALABAMA

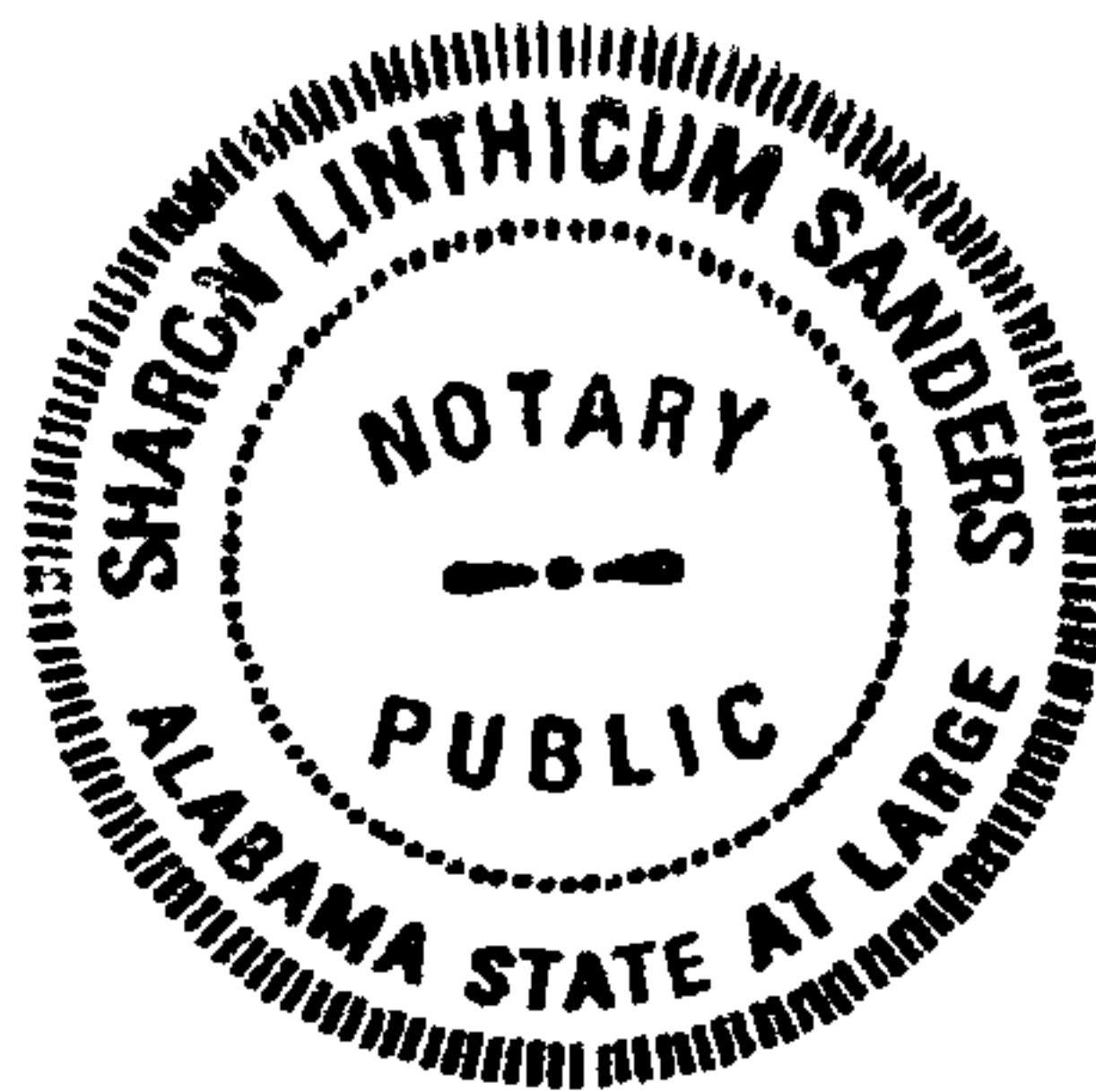
COUNTY OF SHELBY

I, Sharon Linthicum Sanders, a notary public in and for said county in said state, hereby certify that W. ERNEST MOSS, whose name as Executive Vice President of AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C., a Delaware limited liability company, as the sole member of **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C., as the sole member of **AIG BAKER BROOKSTONE, L.L.C.**

Given under my hand and official seal this 13th day of November, 2002.

Sharon Linthicum Sanders
Notary Public

[Notarial Seal]



My Commission Expires: 3-16-03

THIS INSTRUMENT PREPARED BY:

Randolph H. Lanier
BALCH & BINGHAM LLP
Post Office Box 306
Birmingham, Alabama 35201
Tel: (205) 251-8100

EXHIBIT A

Description of Real Property

PARCEL 1:

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

Commence at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama said point being the POINT OF BEGINNING; thence proceed South 88 degrees 49 minutes 06 seconds West along said South line of said Southeast quarter of Northwest quarter for a distance of 760.20 feet to a point; thence proceed North 23 degrees 08 minutes 39 seconds East for a distance of 1085.69 feet to a point; thence proceed North 88 degrees 41 minutes 32 seconds East for a distance of 326.16 feet to a point on the East line of said Southeast quarter of Northwest quarter; thence proceed South 00 degrees 25 minutes 08 seconds East along said East line of said Southeast quarter of Northwest quarter for a distance of 629.58 feet to a point; thence proceed North 70 degrees 03 minutes 41 seconds West for a distance of 152.68 feet to a point; thence proceed South 00 degrees 01 minutes 46 seconds East for a distance of 133.15 feet to a point; thence proceed South 70 degrees 07 minutes 57 seconds East for a distance of 153.57 feet to a point on the East line of said Southeast quarter of Northwest quarter; thence proceed South 00 degrees 25 minutes 08 seconds East along said East line of said Southeast quarter of Northwest quarter for a distance of 227.25 feet to the POINT OF BEGINNING.

PARCEL 2:

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

Commence at the Southeast corner of the Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00 degrees 25 minutes 08 seconds West along the East line of said Southeast quarter of Northwest quarter for a distance of 227.25 feet the POINT OF BEGINNING; thence proceed North 70 degrees 07 minutes 57 seconds West for a distance of 153.57 feet to a point; thence proceed North 00 degrees 01 minutes 46 seconds West for a distance of 133.15 feet to a point; thence proceed South 70 degrees 03 minutes 41 seconds East for a distance of 152.68 feet to a point on the East line of said Southeast quarter of Northwest quarter; thence proceed South 00 degrees 25 minutes 08 seconds East along said East line of said Southeast quarter of Northwest quarter for a distance of 133.28 feet to the POINT OF BEGINNING.

PARCEL 3:

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

Commence at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence proceed North 00 degrees 25 minutes 08 seconds West along the West line of said Southwest quarter of Northeast quarter for a distance of 470.00 feet to a point; thence proceed North 88 degrees 49 minutes 06 seconds East for a distance of 165.30 feet to a point on the West right of way of U.S. Highway 280; thence proceed South 03 degrees 59 minutes 20 seconds West along said West right of way of U.S. Highway 280 for a distance of 89.76 feet to a concrete right of way monument; thence proceed South 07 degrees 19 minutes 16 seconds East along said West right of way of U.S. Highway 280 for a distance of 382.76 feet to a point on the South line of said Southwest quarter of Northeast quarter; thence proceed South 88 degrees 49 minutes 06 seconds West along said South line of said Southwest quarter of Northeast quarter for a distance of 204.40 feet to the POINT OF BEGINNING.

PARCEL 4:

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

Commence at a 2 inch capped pipe purported to be the Southwest corner of the Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00 degrees 30 minutes 04 seconds West along the West line of said Southeast quarter of Northwest quarter for a distance of 395.59 feet to the POINT OF BEGINNING; thence continue North 00 degrees 30 minutes 04 seconds West along said West line of said Southeast quarter of Northwest quarter for a distance of 591.56 feet to a rebar found; thence proceed North 88 degrees 41 minutes 32 seconds East for a distance of 1009.80 feet to a point; thence proceed South 23 degrees 08 minutes 39 seconds West for a distance of 651.90 feet to a point; thence proceed South 88 degrees 50 minutes 25 seconds West for a distance of 403.29 feet to a point; thence proceed North 20 degrees 26 minutes 26 seconds West for a distance of 114.82 feet to a point; thence proceed North 60 degrees 33 minutes 36 seconds West for a distance of 31.16 feet to a point; thence proceed South 28 degrees 19 minutes 52 seconds West for a distance of 142.74 feet to a point; thence proceed South 88 degrees 50 minutes 25 seconds West for a distance of 210.00 feet to the POINT OF BEGINNING.

PARCEL 5:

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

Commence at a 2 inch capped pipe purported to be the Southwest corner of the Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County said point being the point of beginning; thence proceed North 00 degrees 30 minutes 04 seconds West along the West line of said Southeast quarter of Northwest quarter for a distance of 395.59 feet to a point; thence proceed North 88 degrees 50 minutes 25 seconds East for a distance of 748.29 feet to a point; thence proceed South 23 degrees 08 minutes 39 seconds West for a distance of 433.79 feet to a point on the South line of said Southeast quarter of Northwest quarter; thence proceed South 88 degrees 49 minutes 06 seconds West along said South line of said Southeast quarter of Northwest quarter for a distance of 574.30 feet to the POINT OF BEGINNING.

PARCEL 6:

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

Commence at a 2 inch capped pipe purported to be the Southwest corner of the Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00 degrees 30 minutes 04 seconds West along the West line of said Southeast quarter of Northwest quarter for a distance of 395.59 feet to a point; thence proceed North 88 degrees 50 minutes 25 seconds East for a distance of 210.00 feet the POINT OF BEGINNING; thence proceed North 28 degrees 19 minutes 52 seconds East for a distance of 142.74 feet to a point; thence proceed South 66 degrees 33 minutes 36 seconds East for a distance of 31.16 feet to a point; thence proceed South 20 degrees 26 minutes 26 seconds East for a distance of 114.82 feet to a point; thence proceed South 88 degrees 50 minutes 25 seconds West for a distance of 135.00 feet to the POINT OF BEGINNING.

PARCEL 7:

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 middle one-third of the North one-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 set capped rebar purported to be the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 88 degrees 49 minutes 06 seconds East along the North line of said Northeast quarter of Southwest quarter for a distance of 444.83 feet to a point, said point being the POINT OF BEGINNING of herein described parcel; thence proceed North 88 degrees 49 minutes 06 seconds East continuing along the North line of said Northeast quarter of Southwest quarter for a distance of 444.83 feet to a point; thence proceed South 00 degrees 25 minutes 57 seconds East for a distance of 658.31 feet to a point; thence proceed South 88 degrees 52 minutes 06 seconds West for a distance of 444.67 feet to a point; thence proceed North 00 degrees 26 minutes 46 seconds West for a distance of 657.92 feet to the POINT OF BEGINNING.

PARCEL 8:

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 that certain 30 foot strip of land adjoining and running along the South side 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 inch capped pipe purported to be the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00 degrees 27 minutes 35 seconds East along the West line of said Northeast quarter of Southwest quarter for a distance of 657.54 feet to a point, said point being the POINT OF BEGINNING of herein described parcel; thence proceed North 88 degrees 52 minutes 06 seconds East for a distance of 444.67 feet to a point; thence proceed South 00 degrees 26 minutes 46 seconds East for a distance of 30.00 feet to a point; thence proceed South 88 degrees 52 minutes 06 seconds West for a distance of 444.67 feet to a point on the West line of said Northeast quarter of Southwest quarter; thence proceed North 00 degrees 27 minutes 35 seconds West along the West line of said Northeast quarter of Southwest quarter for a distance of 30.00 feet to the POINT OF BEGINNING.

PARCEL 9:

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 one-third 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 inch capped pipe purported to be the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point also known as the POINT OF BEGINNING; thence proceed

North 88 degrees 49 minutes 06 seconds East along the North line of said Northeast quarter of Southwest quarter for a distance of 444.83 feet to a point; thence proceed South 00 degrees 26 minutes 46 seconds East for a distance of 219.31 feet to a point; thence proceed South 88 degrees 50 minutes 06 seconds West for a distance of 444.78 feet to a point on the West line of said Northeast quarter of the Southwest quarter; thence along the West line of said Northeast quarter of the Southwest quarter proceed North 00 degrees 27 minutes 35 seconds West for a distance of 219.18 feet to the POINT OF BEGINNING.

PARCEL 10:

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 inch capped pipe purported to be the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00 degrees 27 minutes 35 seconds East along the West line of said Northeast quarter of Southwest quarter for a distance of 219.18 feet to a point, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed North 88 degrees 50 minutes 06 seconds East for a distance of 444.78 feet to a point; thence proceed South 00 degrees 26 minutes 46 seconds East for a distance of 219.31 feet to a point; thence proceed South 88 degrees 51 minutes 06 seconds West for a distance of 444.73 feet to a point on the West line of said Northeast quarter of Southwest quarter; thence along the West line of said Northeast quarter of Southwest quarter proceed North 00 degrees 27 minutes 35 seconds West for a distance of 219.18 feet to the POINT OF BEGINNING.

PARCEL 11:

All North half (N 1/2) of the North half (N 1/2) of Southwest quarter (SW 1/4) of Northwest quarter (NW 1/4) of Section 5, Township 19 South, Range 1 West. Also a part of the North half (N 1/2) of North half (N 1/2) of Southeast quarter (SE 1/4) of Northeast quarter (NE 1/4) of Section 6, Township 19 South, Range 1 West that lies East of Alabama Highway #119 (Cahaba Valley Highway) right of way; being more particularly described as follows:

Being a point commonly purported to be the Northwest corner of Southwest quarter of Northwest quarter of Section 5, Township 19 South, Range 1 West; thence proceed North 88 degrees 38 minutes 50 seconds East along the North line of said Southwest quarter of the Northwest quarter for a distance of 1334.18 feet to a point purported to be the Northeast corner of said quarter section; thence proceed South 00 degrees 29 minutes 13

seconds East along the East line of said quarter section for a distance of 331.15 feet to a point; thence leaving the East line of said quarter section proceed South 88 degrees 45 minutes 44 seconds West for a distance of 1333.86 feet to a point on the West line of said Section 5; thence proceed South 88 degrees 54 minutes 17 seconds West for a distance of 715.74 feet to a point; thence proceed North 24 degrees 11 minutes 22 seconds West for a distance of 52.13 feet to a point; thence proceed North 58 degrees 49 minutes 55 seconds West for a distance of 73.62 feet to a point on the Southeasterly right of way margin of Alabama Highway #119 (Cahaba Valley Highway), said point lying on a curve to the right, said curve having a radius of 2824.79 feet, a central angle of 03 degrees 18 minutes 07 seconds and a chord which bears North 43 degrees 30 minutes 40 seconds East for a distance of 162.77 feet; thence proceed along the arc of said curve 162.79 feet and along said Southeasterly right of way margin of Alabama Highway #119 (Cahaba Valley Highway) to a point of tangency; thence continuing along said Southeasterly right of way margin of Alabama Highway #119 (Cahaba Valley Highway) proceed North 45 degrees 09 minutes 43 seconds East for a distance of 181.26 feet to a point on the North line of the Southeast quarter of the Northeast quarter of said Section 6; thence proceed North 88 degrees 54 minutes 18 seconds East along the North line of said Southeast quarter of the Northeast quarter of Section 6 for a distance of 556.39 feet to the POINT OF BEGINNING.

LESS AND EXCEPT FROM SAID PARCEL 11 THE FOLLOWING:

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 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, said point also known as the POINT OF BEGINNING; thence proceed South 00 degrees 32 minutes 10 seconds East along the East line of said quarter section for 278.46 feet to an iron pin set; thence leaving the East line of said quarter section, proceed South 88 degrees 45 minutes 44 seconds West for 42.13 feet to an iron pin set at the beginning of a curve to the right, said curve being tangent to the last described course having a radius of 550.00 feet, a central angle of 16 degrees 12 minutes 33 seconds and a chord which bears North 83 degrees 08 minutes 00 seconds West for 155.08 feet; thence proceed along the arc of said curve for 155.60 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described curve, having a radius of 543.97 feet, a central angle of 19 degrees 58 minutes 00 seconds and a chord which bears North 61 degrees 28 minutes 22 seconds West for 188.61 feet; thence proceed along the arc of said curve for 189.56 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described curve having a radius of 538.00 feet, a central angle of 08 degrees 32 minutes 46 seconds and a chord which bears North 50 degrees 49 minutes 47 seconds West for 80.17 feet; thence proceed along the arc of said curve for 80.25 feet to an iron pin set; thence

proceed North 46 degrees 33 minutes 25 seconds West and tangent to the last described curve for 132.70 feet to an iron pin set; thence proceed North 05 degrees 24 minutes 50 seconds West for 19.01 feet to an iron pin set on the North line of said Southeast quarter of the Northeast quarter of Section 6; thence proceed North 88 degrees 54 minutes 18 seconds East along said quarter section line for 519.58 feet to the POINT OF BEGINNING.

PARCEL 12: INTENTIONALLY DELETED

PARCEL 13:

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 South one-third 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 inch capped pipe purported to be the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00 degrees 27 minutes 35 seconds East along the West line of said Northeast quarter of Southwest quarter for a distance of 438.36 feet to a point said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed North 88 degrees 51 minutes 06 seconds East for a distance of 444.73 feet to a point; thence proceed South 00 degrees 26 minutes 46 seconds East for a distance of 219.31 feet to a point; thence proceed South 88 degrees 52 minutes 06 seconds West for a distance of 444.67 feet to a point on the West line of said Northeast quarter of Southwest quarter; thence along the West line of said Northeast quarter of Southwest quarter proceed North 00 degrees 27 minutes 35 seconds West for a distance of 219.18 feet to the POINT OF BEGINNING.

PARCEL 14: INTENTIONALLY DELETED.

PARCEL 15:

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 West one-third of the South 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 inch capped pipe purported to be the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00 degrees 27 minutes 35 seconds East along the

West line of said Northeast quarter of Southwest quarter for a distance of 657.54 feet a point, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed North 88 degrees 52 minutes 06 seconds East for a distance of 444.67 feet to a point; thence proceed South 00 degrees 26 minutes 46 seconds East for a distance of 657.92 feet to a point on the South line of said Northeast quarter of Southwest quarter; thence proceed South 88 degrees 55 minutes 06 seconds West along the South line of said Northeast quarter of Southwest quarter for a distance of 444.51 feet to a found 2 inch capped pipe purported to be the Southwest corner of said Northeast quarter of the Southwest quarter; thence along the West line of said Northeast quarter of Southwest quarter proceed North 00 degrees 27 minutes 35 seconds West for a distance of 657.53 feet to the POINT OF BEGINNING.

PARCEL 16: INTENTIONALLY DELETED.

SECTION 17: INTENTIONALLY DELETED.

PARCEL 18: INTENTIONALLY DELETED.

PARCEL 19:

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 degrees 29 minutes 13 seconds East 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 South 00 degrees 30 minutes 04 seconds East 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 degrees 43 minutes 33 seconds, a radius of 530.00 feet and a chord which bears N 11 degrees 58 minutes 12 seconds West, 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 degrees 06 minutes 25 seconds West 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 degrees 12 minutes 04 seconds, a radius of 545.00 feet, and a chord which bears North 48 degrees 12 minutes 27 seconds 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 degrees 41 minutes 31 seconds 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 degrees 55 minutes

47 seconds, a radius of 550.00 feet and a chord which bears N 88 degrees 46 minutes 22 seconds W, for 47.31 feet; thence proceed Northwesterly along the arc of said curve for 47.32 feet to a point; thence proceed north 88 degrees 45 minutes 44 seconds E for 583.85 feet to the POINT OF BEGINNING.

Together with those nonexclusive slope and construction easements for the benefit of the above parcel as created by that certain Temporary Construction and Slope Easement Agreement between Asbury United Methodist Church and AIG Baker Brookstone, L.L.C., dated Nov 6, 2002, recorded in 2002110800557110, over, under and across the property described in said instrument.