



This instrument prepared by,
and upon recording should be returned to:

Gail Livingston Mills, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3100
Birmingham, AL 35203

**GENERAL WARRANTY ASSIGNMENT OF LEASEHOLD INTEREST
AND ASSUMPTION OF LEASE**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration in hand paid to the undersigned, **ENJOYMENT UNLIMITED, INC.**, an Alabama corporation ("Assignor"), by **AIG BAKER PELHAM, L.L.C.**, a Delaware limited liability company ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, the said Assignor does by these presents grant, bargain, sell, assign, transfer, and convey unto the said Assignee all of Assignor's right, title, interest and claim in, to and under the leasehold estate created by that certain Lease between Jerry Busby of Alabaster, Alabama, as lessor, and Assignor, as lessee, dated June 8, 1988 and recorded in Book 209, Page 629 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Agreement between Jerry Busby and F. Richard Fogle dated as of July 1, 1998 (as amended, the "Lease"), together with all properties therein described and all purchase options and remainders therein granted, the real estate subject to the Lease being more particularly described in Exhibit A attached hereto (the "Leased Premises").

TO HAVE AND TO HOLD unto the said Assignee, its successors and/or assigns, forever.

Assignor does hereby represent and warrant and covenant with the Assignee, Assignee's successors and assigns, that Assignor is lawfully seized of a leasehold estate in and to the Leased Premises pursuant to the Lease; that the Assignor's right, title, and interest in and to the Lease and the Leased Premises (collectively, the "Leasehold Estate") is free from all encumbrances; that Assignor has a good right to sell and convey the same as aforesaid; that Assignor and Assignor's successors and assigns will warrant and defend the same to the said Assignor, Assignor's successors and assigns, forever against the lawful claims of all persons whomsoever.

Assignee hereby assumes and agrees to pay and perform all obligations and liabilities of Assignor under the Lease first arising from and after the date hereof, including, without limitation, Assignor's obligations to pay rentals or other sums coming due thereunder; provided, that Assignee does not assume or agree to pay or perform any obligation or liability of Assignor under the Leases that are related in any way to any act, event, circumstance or occurrence, arising or occurring prior to the date hereof, or the status or condition of the subject real estate prior to the date hereof.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original signature and, when compiled, shall constitute one and same original document.

IN WITNESS WHEREOF, Assignor and Assignee have caused these presents to be duly executed, under seal, as of the 7th day of February, 2003.

ASSIGNOR:

ENJOYMENT UNLIMITED, INC.,
an Alabama corporation

BY: *F. Richard Fogle, Pres*
F. Richard Fogle
Its President

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned, a Notary Public of said County in said State, do hereby certify that F. Richard Fogle, as President of Enjoyment Unlimited, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, and as such officer, he executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and official seal this 7th day of February, 2003.

Hail L. Miller
NOTARY PUBLIC
My Commission expires: 2-26-06

[SIGNATURE OF ASSIGNEE ON FOLLOWING PAGE]


[ASSIGNEE'S SIGNATURE PAGE TO GENERAL WARRANTY ASSIGNMENT OF
LEASEHOLD INTEREST AND ASSUMPTION OF LEASE]

ASSIGNEE:

AIG BAKER PELHAM, 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

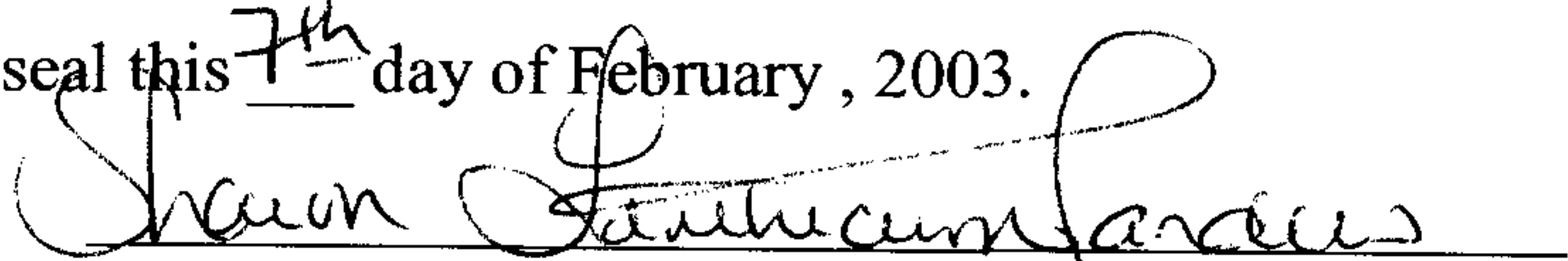
By: _____


Alex D. Baker
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public of said County in said State, do hereby certify that Alex D. Baker as President of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, as sole member of AIG Baker Pelham, L.L.C., a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, and as such officer, he executed the same voluntarily and with full authority for and as the act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and official seal this 7th day of February, 2003.


NOTARY PUBLIC
My Commission expires: 3-16-03

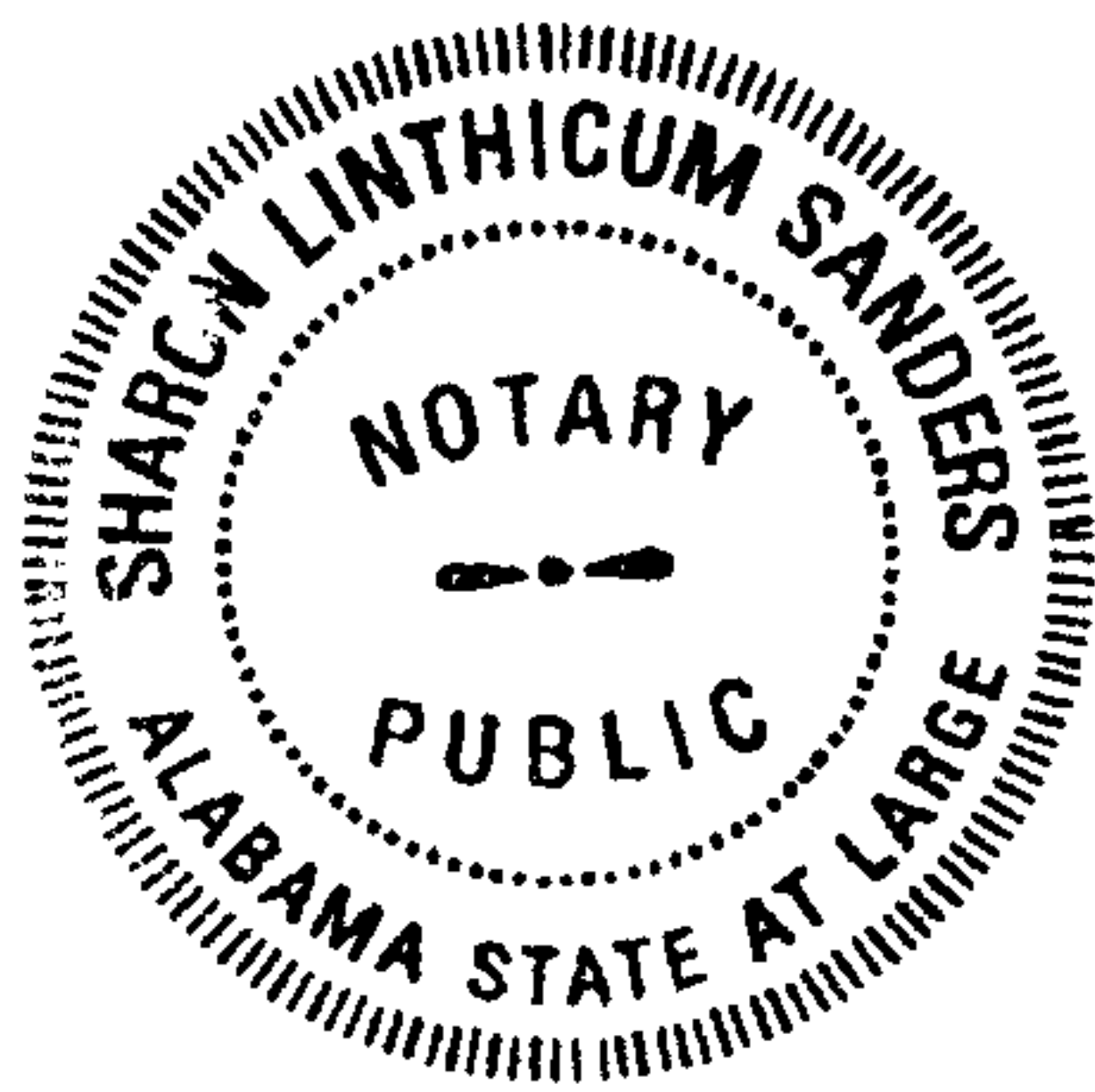


EXHIBIT A

A tract of land situated in the Northwest 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run S87°47'52"E along the North line of said Section 24 for 2114.99 feet to the POINT OF BEGINNING of the tract of land herein described; thence run S18°11'55"W along the East right of way line of Shelby County Highway No. 33 for 95.21 feet; thence run S16°58'00"W along said right of way line for 307.00 feet; thence run S12°43'00"W along said right of way line for 213.60 feet; thence run S14°34'00"W along said right of way line for 137.66 feet; thence run S69°55'30"E for 613.01 feet; thence run N32°43'00" for 202.00 feet; thence run N03°51'00"W for 52.80 feet; thence run N13°47'00"W for 55.40 feet; thence run N26°01'00"E for 60.60 feet; thence run N65°38'00"E for 18.95 feet to a point on the East line of the Northwest 1/4 of said Section 24; thence run N01°36'50"E for 577.33 feet to the Northeast Corner of said Northwest 1/4; thence run N87°47'52"W for 527.73 feet to the POINT OF BEGINNING.

Said tract of land having an area of 518,122 sq. ft. or 11.89 acres.