

Send Tax Notice to:
Mirage Properties, LLC
2858 Highway 31
Pelham, AL 35124
Attention: Steve Issis

This instrument prepared by, and: record and return to:
Haskins W. Jones
Johnston Barton Proctor & Powell LLP
2900 AmSouth/Harbert Plaza
1901 6th Avenue North
Birmingham, AL 35203-2618

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

consideration :
\$1,600,000.00

GENERAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **BAPTIST HEALTH SYSTEM, INC.**, an Alabama non-profit corporation (the "Grantor"), for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto **MIRAGE PROPERTIES, LLC**, an Alabama limited liability company ("Grantee"), that certain real property and the improvements thereon situated in the County of Shelby, State of Alabama, more particularly described in Exhibit "A" attached hereto, subject to the following:

1. Taxes for the year 2003, and subsequent years, which are not yet due and payable;
2. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 350, Page 996, in Probate Office;
3. Rights of others to use easement as set out in Deed Book 342, Page 189, in the Probate Office;
4. Condemnation for highway right of way as set out in Deed Book 253, Page 844, in the Probate Office;
5. Less and except any portion of property lying within road;
6. Non-beneficial terms and provisions of the Reciprocal Easement Agreement dated January 1, 1998, by and between Baptist Health Systems, Inc., and Charles W. Daniel and as set out by Inst. #1999-7730 in Probate Office;
7. Non-beneficial terms and provisions of the Reciprocal Easement Agreement dated August 5, 1999, by and between Baptist Health Systems, Inc., and SportsFirst, Inc.,

as set out by Inst. #1999-33954 in Probate Office of Shelby County and Modification of Reciprocal Easement Agreement recorded as Inst. No. 2001-7233 in the Probate Office; and

8. Non-beneficial terms and provisions of the Reciprocal Easement Agreement dated November 7, 2000, by and between Baptist Health Systems, Inc., and The Terrace, LLC, an Alabama limited liability company as set out by Inst. No. 2000-38869 in Probate Office of Shelby County and the Amended and Restated Reciprocal Easement Agreement as set out in Inst. No. 2001-4482 in the Probate Office.

(the "Property").

~~ALL OF THE PURCHASE PRICE RECITED ABOVE WAS PAID FROM THE PROCEEDS OF A PURCHASE MONEY MORTGAGE EXECUTED SIMULTANEOUSLY WITH DELIVERY OF THIS DEED.~~
TO HAVE AND TO HOLD to the Grantee and its successors and assigns forever.

For a period of fifteen (15) years from the date hereof, neither the Property, nor any part thereof, shall be used for the operation of (a) a liquor store or business which derives over fifty percent (50%) of its revenue from the sale of alcohol, or (b) a sports or fitness club or similar establishment. This condition shall constitute a covenant running with the land and shall be binding on Grantee and all persons, firms or corporations holding title under or through Grantee. The covenant set forth in (a) and (b) above will terminate should the property adjacent to the Property and described on Exhibit "B" hereto ("SportsFirst Property") no longer be used as a sports/fitness club or similar establishment or should the SportsFirst Property be sold by SportsFirst, Inc., the current owner, to a party other than Grantor, or any affiliate of SportsFirst, Inc. or Grantor.

Grantor does for itself and its successors and assigns covenant with Grantee, and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that the Property is free from all encumbrances, unless otherwise noted above; that Grantor will, and its successors and assigns shall, warrant and defend the same to the Grantee and its successors and assigns forever against the lawful claims of all persons.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed by its duly qualified officer this 4TH day of March, 2003.

GRANTOR:

BAPTIST HEALTH SYSTEM, INC.

By: Robert E. Greene
Its: Senior Vice President / Chief Financial Officer

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert E. Greene, whose name as Sr. Vice President of **Baptist Health System, Inc.**, an Alabama non-profit 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 said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 4th day of March, 2003.

[AFFIX SEAL]

Cherie Rose
Notary Public
My Commission Expires: 08/25/06.

**EXHIBIT
A**

A part of the SE ¼ of the SW ¼ of Section 32, Township 18 South, Range 1 West more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section a distance of 1336.01 feet to a 1 ½ inch open pipe at the SW corner of the SE ¼ of the SW ¼ of said Section 32; thence deflect an angle to the right 0 deg. 02 min. 13 sec. and run in a Easterly direction and along the South line of the SE ¼ of the SW ¼ of said Section 32, a distance of 258.72 feet to the point of beginning of the herein described parcel; thence deflect an angle to the left of 90 deg. 00 min. 00 sec. and run in a northerly direction a distance of 144.62 feet; thence turn an interior angle of 154 deg. 13 min. 15 sec. and run to the right in a Northeasterly direction a distance of 208.95 feet; thence turn an interior angle of 89 deg. 41 min. 01 sec. and run to the right in a Southeasterly direction a distance of 378.71 feet; thence turn an interior angle of 247 deg. 13 min. 16 sec. and run to the left in a Northeasterly direction a distance of 104.50 feet to a point on the Southwesterly right of way of U. S. Highway 280 also being a point on a curve; thence turn an interior angle of 88 deg. 04 min. 37 sec. to tangent and run to the right in a Southeasterly direction along said right of way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 2 deg. 58 min. 52 sec. a distance of 141.25 feet to a point; thence turn an interior angle of 174 deg. 19 min. 28 sec. from the tangent of last described curve and run to the right along said right of way in a Southeasterly direction a distance of 143.10 feet to a point on the South line of said Section 32; thence turn an interior angle of 59 deg. 27 min. 15 sec. and leaving said right of way run to the right in a Westerly direction along the South line of said Section 32 a distance of 668.86 feet to the point of beginning; being situated in Shelby County, Alabama.

Beneficial Rights in and to the following:

- a. Reciprocal Easement Agreement dated January 1, 1998 by and between Baptist Health Systems, Inc. and Charles W. Daniel and as set out by Inst. #1999-7730 in Probate Office.
- b. Reciprocal Easement Agreement dated August 5, 1999 by and between Baptist Health Systems, Inc. and Sportsfirst, Inc. as set out by Inst. #1999-33954 in Probate Office of Shelby County and Modification of Reciprocal Easement Agreement recorded as Inst. No. 2001-7233 in the Probate Office.
- c. Reciprocal Easement Agreement dated November 7th 2000, by and between Baptist Health Systems, Inc. and The Terrace, LLC, an Alabama limited liability company as set out by Inst. No. 2000-38869 in Probate Office of Shelby County and the Amended and Restated Reciprocal Easement Agreement as set out in Inst. No. 2001-4482 in the Probate Office.

EXHIBIT

B

20030307000141380 Pg 5/5 24.00
Shelby Cnty Judge of Probate, AL
03/07/2003 13:04:00 FILED/CERTIFIED

Commence at the Southwest corner Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said Section a distance of 1336.01 feet to a 1- $\frac{1}{4}$ " open pipe at the Southwest corner of the Southeast quarter of the Southwest $\frac{1}{4}$ of said Section 32, said point being the Point of Beginning of the herein described parcel; thence deflect an angle to the left of 132°49'41" and run in a Northwesterly direction a distance of 102.14 feet; thence turn an interior angle of 185°01'08" and run to the left in a Northwesterly direction a distance of 112.31 feet; thence turn an interior angle of 176°02'57" and run to the right in a Northwesterly direction a distance of 102.30 feet; thence turn an interior angle of 106°17'55" and run to the right in a Northeasterly direction 276.15 feet; thence turn an interior angle of 175°00'09" and run to the right in a Northeasterly direction a distance of 226.42 feet; thence turn an interior angle of 94°23'04" and run to the right in a Southeasterly direction a distance of 57.56 feet; thence turn an interior angle of 265°36'56" and run to the left in a Northeasterly direction a distance of 174.46 feet to a point on the Southwestly right-of-way of U.S. Highway 280, also being a point on a curve; thence turn an interior angle of 90°32'33" to tangent and run to the right in a Southeasterly direction along said right-of-way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 16°34'27" a distance of 785.31 feet to a point; thence turn an interior angle of 91°55'23" from the tangent of last described curve and run to the right in a Southwesterly direction a distance of 104.50 feet; thence turn an interior angle of 112°46'44" and run to the right in a Northwesterly direction a distance of 378.71 feet; thence turn an interior angle of 270°18'59" and run to the left in a Southwesterly direction a distance of 208.95 feet; thence turn an interior angle of 205°46'45" and run to the left in a Southerly direction a distance of 144.62 feet to a point on the South line of said Section 32; thence turn an interior angle of 90°00'00" and run to the right in a Westerly direction along the South line of said Section 32 a distance of 258.72 feet to the point of beginning.