


RETURN RECORDED DOCUMENT TO:

W. Ernest Moss  
AIG Baker Shopping Center Properties, L.L.C.  
1701 Lee Branch Lane  
Birmingham, Alabama 35242

*This Instrument Prepared by:*

W. Ernest Moss, Esquire  
AIG Baker Shopping Center Properties, L.L.C.  
1701 Lee Branch Lane  
Birmingham, Alabama 35242

  
20030827000569970 Pg 1/6 26.00  
Shelby Cnty Judge of Probate, AL  
08/27/2003 10:47:00 FILED/CERTIFIED

FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT WITH  
COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") is made and entered into this 26<sup>th</sup> day of August, 2003, by and between **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company (the "AIG"), and **LEE BRANCH, LLC**, an Alabama limited liability company ("Lee").

RECITALS

- A. On June 30, 2003, AIG and Lee entered into a Reciprocal Easement Agreement With Covenants, Conditions and Restrictions ("REA"), which REA is recorded with the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20030701000412990.
- B. In Section 1. (h) of the REA the term "Driveway" was defined as: "that driveway and related driveway improvements, paving, curbing, entrances and exits, located on the Lee Parcel and the Compass Parcel, as shown on the Site Plan"
- C. Through error, the Site Plan attached to the REA did not clearly identify the Driveway and the parties desire amend the REA solely for the purpose of clearly identifying the Driveway.

NOW, THEREFORE, in consideration of the above premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged AIG and Lee do hereby modify and amend the REA in the following respects:

- 1. For purposes of identifying the Driveway as said term is defined in Section 1. (h) of the REA, the Driveway shall be that area crosshatched as Driveway on the Plan attached hereto as Exhibit A. Exhibit A attached hereto is used solely for the purpose of identifying the Driveway and any and all other references in the REA to Site Plan, if any, shall be to the Site Plan attached to the REA.
- 2. Except as modified and amended by this Amendment the terms and conditions of the REA remains in accordance with its original tenor and all of its terms and conditions are hereby ratified and confirmed.

*Lawrence Tate*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"AIG:"

**AIG BAKER BROOKSTONE, L.L.C.,**

a Delaware limited liability company

By: AIG Shopping Center Properties, L.L.C.

By: 

Alex D. Baker, President OR

W. Ernest Moss, Executive Vice President

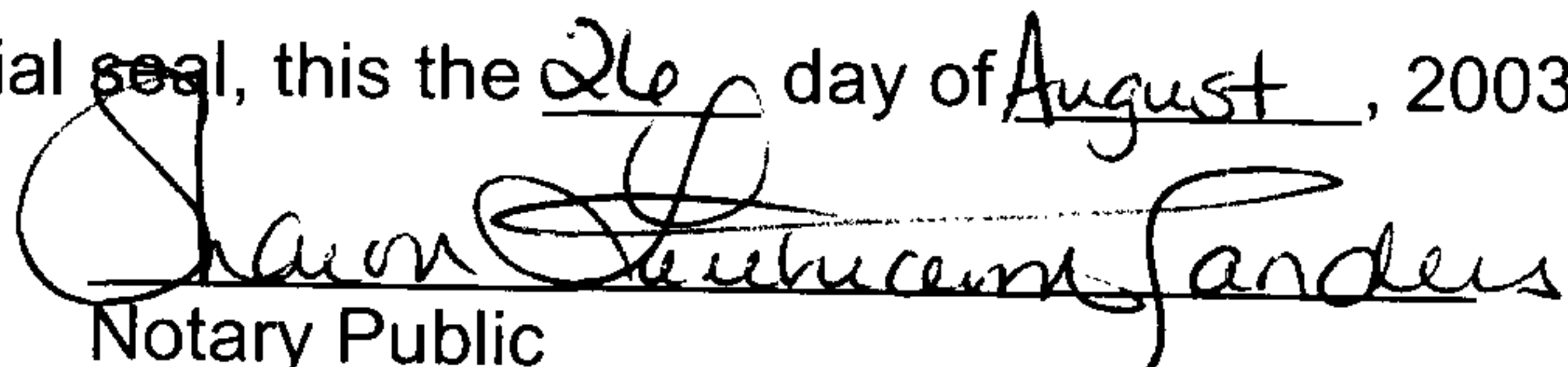
STATE OF ALABAMA     )

SHELBY COUNTY         )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that W. Ernest Moss, whose name as Exec. Vice President of AIG Baker Shopping Center Properties, L.L.C., 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 the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 26 day of August, 2003.

[SEAL]

  
Notary Public

My Commission Expires: 4-11-07

"Lee:"

**Lee Branch, LLC,**  
an Alabama limited liability company

By: Wm Lloyd, member

Name: William E Lloyd

Title: member

STATE OF FLORIDA )

PIVBLAS COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM E. LLOYD, whose name as MEMBER of Lee Branch, LLC, an Alabama 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 the said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 15<sup>TH</sup> day of August, 2003.

[SEAL]



Marcia L. Simmons  
Notary Public  
My Commission Expires: MAY 2, 2006


## CONSENT, JOINDER AND SUBORDINATION OF LENDER

The undersigned, Compass Bank ("Lender"), is the owner and holder of that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement from AIG Baker Brookstone, L.L.C., a Delaware Limited Liability Company, dated November 13, 2002, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20021113000565880, as the same may be amended (the "Mortgage").

Lender, as the owner and holder of the Mortgage, hereby joins in, consents to and subordinates the Mortgage to, the foregoing First Amendment Reciprocal Easement With Covenants, Conditions and Restrictions (the "Amendment") to which this Consent, Joinder and Subordination is attached, and Lender agrees that all of its right, title and interest in and to the real property described therein existing by virtue of the Security Deed shall be bound by, subject to and subordinate to the easements and other terms and provisions of the foregoing Amendment, and the Amendment shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Mortgage.

**Lender:**

COMPASS BANK  
an Alabama banking corporation

By:   
Name : R Scott Pittman  
Title : SVP



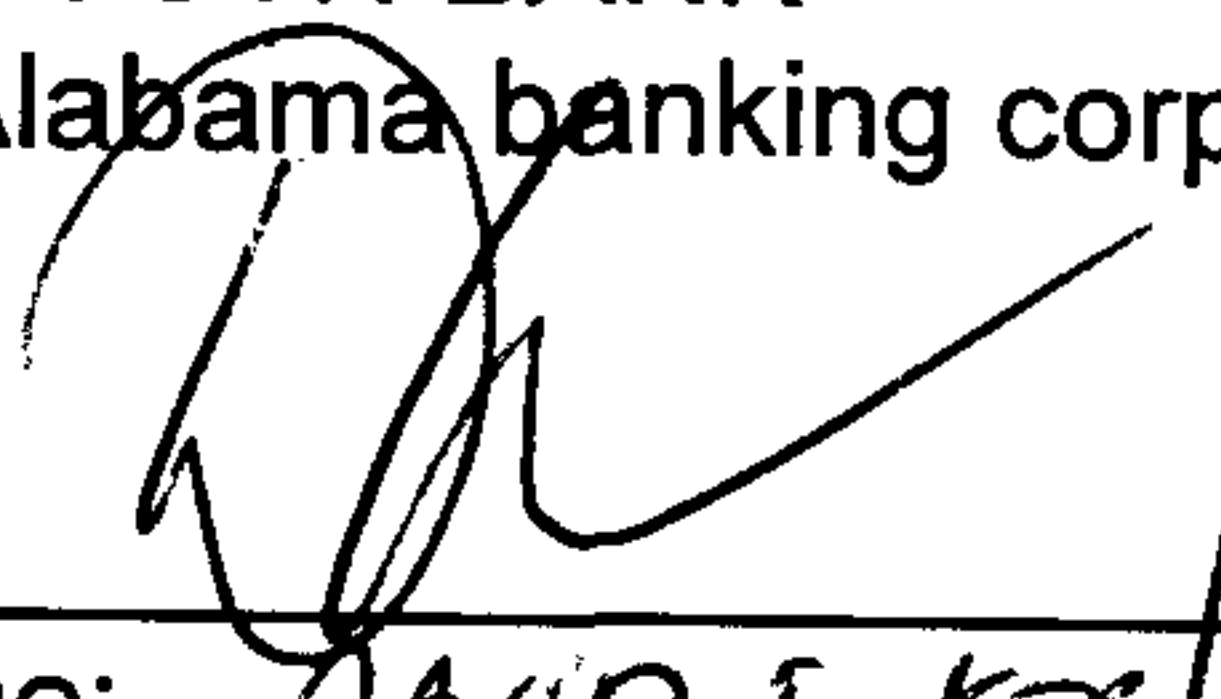
**CONSENT, JOINDER AND SUBORDINATION  
OF LENDER**

The undersigned, AmSouth Bank ("Lender"), is the owner and holder of that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement from Lee Branch, LLC, an Alabama Limited Liability Company, dated June 30, 2003, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20030701000413000, as the same may be amended (the "Mortgage").

Lender, as the owner and holder of the Mortgage, hereby joins in, consents to and subordinates the Mortgage to, the foregoing First Amendment Reciprocal Easement With Covenants, Conditions and Restrictions (the "Amendment") to which this Consent, Joinder and Subordination is attached, and Lender agrees that all of its right, title and interest in and to the real property described therein existing by virtue of the Security Deed shall be bound by, subject to and subordinate to the easements and other terms and provisions of the foregoing Amendment, and the Amendment shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Mortgage.

**Lender:**

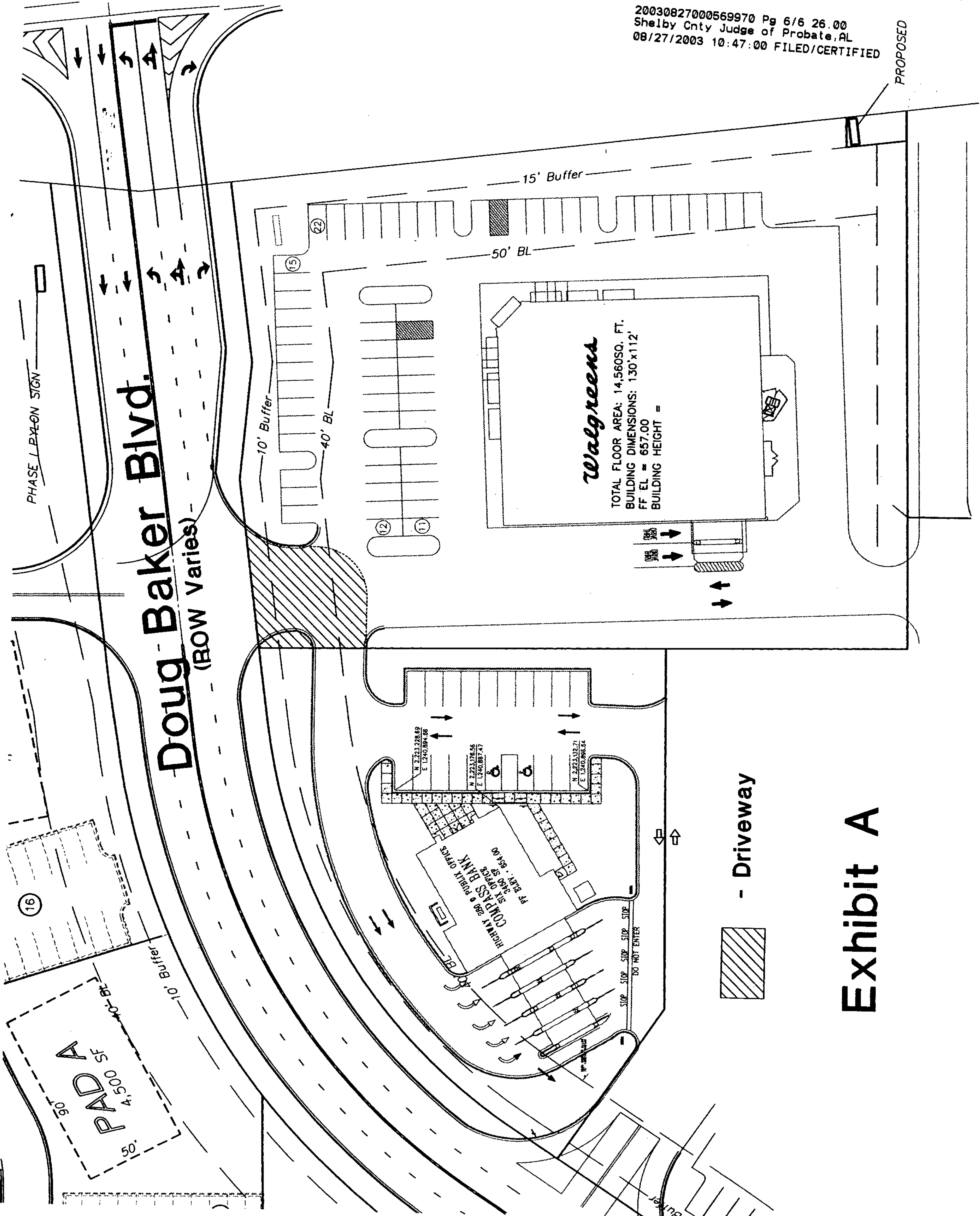
AMSOUTH BANK  
an Alabama banking corporation

By:   
Name: DAVID I. KERN  
Title: 3rd Vice President

PROPOSED

# Doug Baker Blvd. (ROW Varies)

PHASE I Pylon SIGN



- Driveway

## Exhibit A