

THIS INSTRUMENT PREPARED BY:

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Arnall Golden Gregory LLP
2800 One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3450

STATE OF ALABAMA

COUNTY OF SHELBY

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "**Assignment**") made this 18th day of March, 2004, is given by **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company, **AIG BAKER EAST VILLAGE, L.L.C.**, a Delaware limited liability company, and **BROOKSTONE TOWNHOMES, LLC**, an Alabama limited liability company (collectively, "**Borrower**") to **SOUTHTRUST BANK**, an Alabama banking corporation ("**Lender**").

WHEREAS, in connection with a loan (the "**Loan**") from Lender to Borrower in the amount of FIFTY-NINE MILLION AND NO/100 DOLLARS (\$59,000,000.00) 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 Assignment, 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 Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower. The Borrower represents and warrants that the only persons, firms or corporations in possession of the Premises or having any right to the possession or use of said Premises (other than the record owner) are those tenants holding under their respective leases. The Borrower waives any right of setoff against any person in possession of any portion of the Premises. The Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Premises.

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 a revocable license and right to collect the rents and to enter into new leases with respect to the Premises of not more than 10,000 square feet (unless Lender consents in writing to such lease) 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BORROWER:


WITNESS:



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: 
Alex D. Baker, President



STATE OF ALABAMA

COUNTY OF SHELBY

I, Cristine K. Byrd, a notary public in and for said county in said state, hereby certify that Alex D. Baker, whose name as 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 12th day of March, 2004.

Cristine K. Byrd
Notary Public

[Notarial Seal]

7-2-07
My Commission Expires:

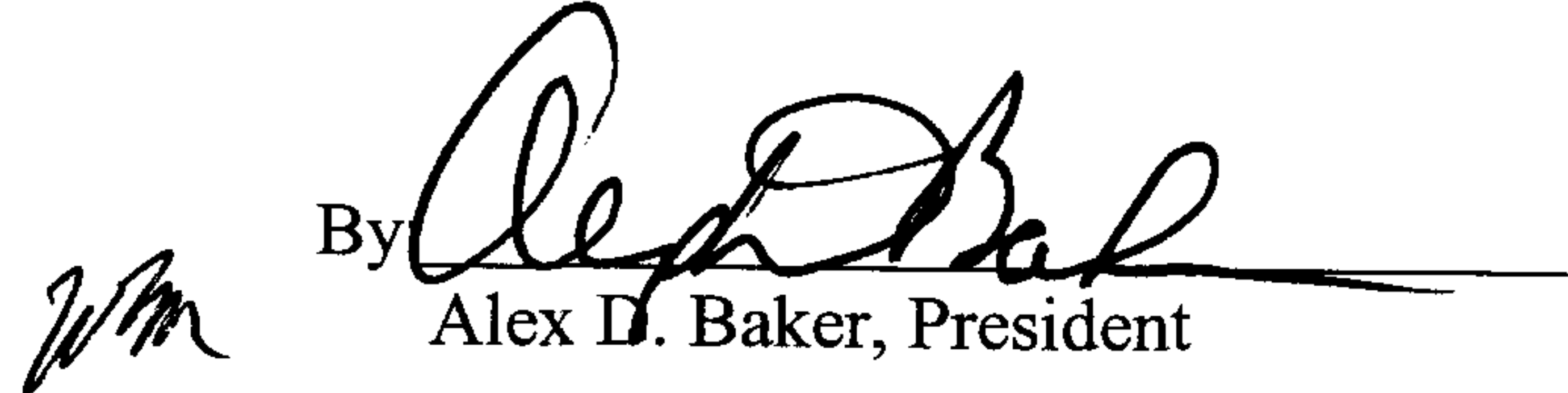
WITNESS:



AIG BAKER EAST VILLAGE, 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, President

STATE OF ALABAMA

COUNTY OF SHELBY

I, Cristine K. Byrd, a notary public in and for said county in said state, hereby
certify that Alex D. Baker, whose name as President of AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C., a Delaware limited liability company, as the sole member of **AIG BAKER
EAST VILLAGE, 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 EAST VILLAGE, L.L.C.**

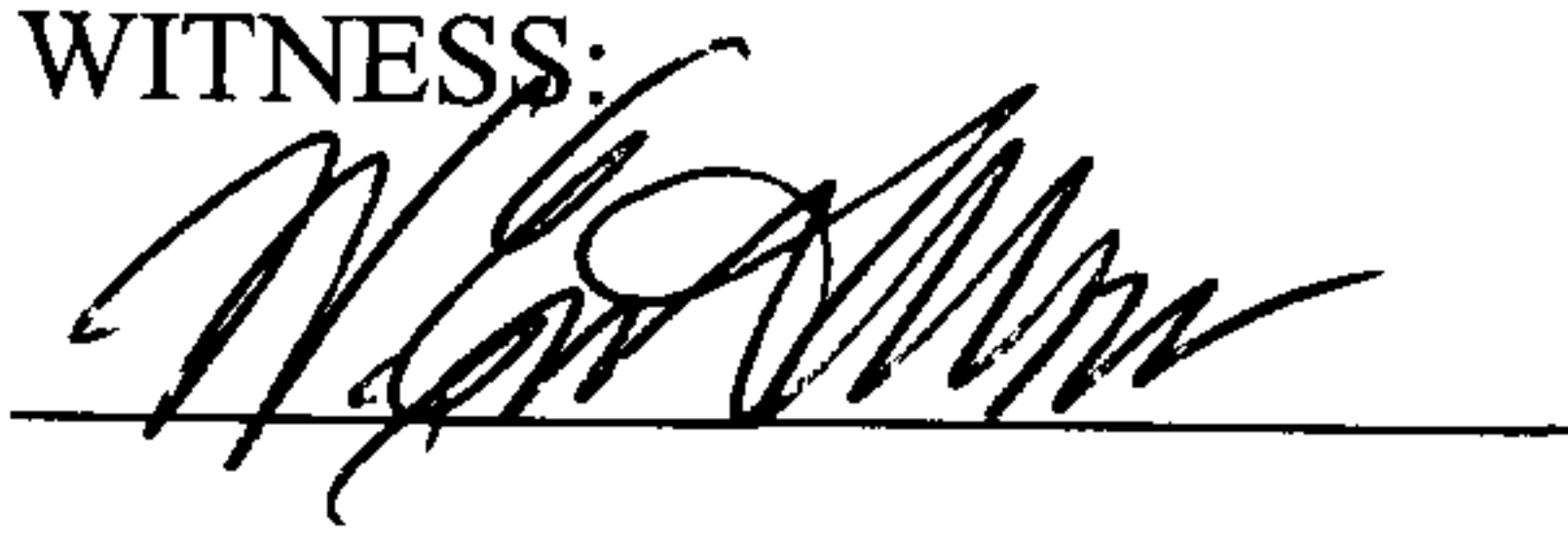
Given under my hand and official seal this 12th day of March, 2004.


Notary Public

[Notarial Seal]

7-2-07
My Commission Expires:

WITNESS:




BROOKSTONE TOWNHOMES, LLC, an
Alabama limited liability company

By: AIG Brookstone, L.L.C., a Delaware limited
liability company, Its sole member

By: AIG Baker Shopping Center Properties,
L.L.C., a Delaware limited liability
company, Its sole member

By:


Alex D. Baker, President

STATE OF ALABAMA

COUNTY OF SHELBY

I, Cristine K. Byrd, a notary public in and for said county in said state, hereby
certify that Alex D. Baker, whose name as 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, as the sole member of
BROOKSTONE TOWNHOMES, 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 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., as the sole member of
BROOKSTONE TOWNHOMES, LLC.

Given under my hand and official seal this 12th day of March, 2004.

Cristine K. Byrd
Notary Public

[Notarial Seal]

7-2007
My Commission Expires:

EXHIBIT A

Parcel 1 (Phase I):

Lots 1C, 4A and 4B, according to a re-subdivision of the Village at Lee Branch as recorded in Map Book 31, page 130 A & 130 B, in the Probate Office of Shelby County, Alabama, being a re-subdivision of the Village at Lee Branch, Section 1, Revision 1.

Being more particularly described as follows:

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 5; thence proceed N 88°49'06" E along the South line of said Southwest 1/4 of Northeast 1/4 for 204.40 feet to a point on the Westerly right of way margin of U.S. Highway 280 (right of way varies); thence leaving said South line of said Southwest 1/4 of Northeast 1/4 proceed N 07°19'16" W along said Westerly right of way margin for 382.75 feet to a point; thence proceed N 03°59'20" E along said Westerly right of way margin of U.S. Highway 280 for 44.06 feet to the POINT OF BEGINNING of the herein described parcel of land; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed S 82°20'46" W for 145.66 feet to an iron pin set; thence proceed S 82°06'07" W for 117.33 feet to an iron pin set; thence proceed S 82°20'46" W for 19.86 feet to an iron pin set at the beginning of a curve to the left, said curve being tangent to the last described course and having a central angle of 48°47'29", a radius of 362.50 feet and a chord which bears S 57°57'01" W for 299.45 feet; thence proceed Southwesterly along the arc of said curve for 308.69 feet to the end of said curve; thence proceed S 33°33'18" W and tangent to the last described curve for 110.93 feet to an iron pin set at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 45°30'10", a radius of 462.50 feet and a chord which bears S 56°18'22" W for 357.73 feet; thence proceed Southwesterly along the arc of said curve for 367.30 feet to the end of said curve; thence proceed S 82°47'09" W along a line that is non-tangent to the last described curve for 118.95 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of 76°12'26", a radius of 470.00 feet and a chord which bears N 48°12'39" W for 580.06 feet; thence proceed Northwesterly along the arc of said curve for 625.13 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 an iron pin set at the beginning of a curve

to the left, said curve being tangent to the last described course and having a central angle of 56°30'39", a radius of 605.00 feet and a chord which bears N 38°21'45" W for 572.82 feet; thence proceed Northwesterly along the arc of said curve for 596.71 feet to the end of said curve; thence proceed N 88°45'44" E along a line that is non-tangent to the last described curve for 331.81 feet to an iron pin set; thence proceed N 88°41'32" E for 1335.96 feet to an iron pin set; thence proceed S 00°25'08" E for 520.11 feet to an iron pin set; thence proceed N 88°49'06" E for 165.30 feet to an iron pin set on the Westerly right of way margin of U.S. Highway 280; thence proceed S 03°59'20" W along said Westerly right of way margin of U.S. Highway 280 for 45.70 feet to the POINT OF BEGINNING. The above described property, containing 1,180,261.40 Square Feet or 27.10 Acres more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Parcel 1, The Village at Lee Branch, Phase I, prepared by McCullers-Capps & Associates Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated September 9, 2003, last revised March 17, 2004.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- (a) Temporary Construction and Slope Easement Agreement from Asbury United Methodist Church to AIG Baker Brookstone, L.L.C., dated November 6, 2002, filed for record November, 2002 at 9:51 a.m., recorded under Instrument No. 20021108000557110 in the Office of Probate Judge of Shelby County, Alabama;
- (b) Reciprocal Easement Agreement with Covenants, Condition and Restrictions by and between AIG Baker Brookstone, L.L.C. and Lee Branch, L.L.C., dated June 30, 2003, filed for record July 1, 2003 at 12:41 p.m., recorded under Instrument No. 20030701000412990, afore said records; as amended by First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions by and between Aig Baker Brookstone, L.L.C. and Lee Branch, LLC, dated August 26, 2003, filed for record August 27, 2003 at 10:47 a.m., recorded as Instrument No. 20030827000569970 aforesaid records.

Parcel 2 (Phase II):

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said consisting of Lot 1B and Lot 5A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, Pages 130A & 130B and parcel being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence proceed N 00°27'35" W along the West line of said Northeast 1/4 of Southwest 1/4 for 1315.06 feet to a 2" iron pipe found at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed N 00°30'04" W along the West line of said Southeast 1/4 of Northwest 1/4 for 294.74 feet; to a point on the Southerly right or way margin of Doug Baker Boulevard, said right of way margin being in a curve to the left, said curve having a central angle of 24°08'37", a radius of 530.00 feet, and a chord which bears S 25°54'17" E for 221.69 feet; thence proceed Southeasterly along said Southerly right or way margin and along the arc of said curve for 223.33 feet to the end of said curve; thence proceed S 52°01'25" W along said Southerly right or way margin and radial to the last described curve for 7.50 feet to a point at the beginning of a curve to the left, said curve being radial to the last described course and having a central angle of 108°28'09", a radius of 537.50 feet and a chord which bears N 87°47'21" E for 872.27 feet; thence proceed Easterly along the arc of said curve for 1017.56 feet to the end of said curve; thence proceed N 33°33'18" E along said Southerly right or way margin and tangent to the previously described curve for 84.38 feet to the Northwest corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, Pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence leaving said Southerly right or way margin, proceed S 56°26'42" E along the Southeasterly line of said Lot 3A for 93.23 feet to the Southwest corner of said Lot 3A; thence proceed N 89°04'30" E along the South line of said Lot 3A for 180.92 feet to the Southeast corner of said Lot 3A, said point being on the west line of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1 - REVISION 1" as recorded in Map Book 31, Pages 43A and 43B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed S 01°10'54" E along the West line of said Lot 2 for 119.95 feet to a point; thence proceed N 88°49'06" E along the Southwesterly line of said Lot 2 for 13.01 feet to a point; thence proceed S 00°25'08" E along the West line of said Lot 2 for 34.72 feet to a point; thence proceed N 88°49'06" E along the South line of said Lot 2 for 53.54 feet to a point on the East line of said Northeast 1/4 of Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°25'08" E along said East line of Northeast 1/4 of Southwest 1/4 for 652.68 feet to a point; thence proceed S 88°55'06" W for 30.00 feet to a point; thence proceed S 00°25'08" E for 630.00 feet to a point on the South line of said Northeast 1/4 of Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 88°55'06" W along said South line of Northeast 1/4 of Southwest 1/4 for 1303.54 feet to the POINT OF BEGINNING. The above described property, containing ±1,738,847.9 square feet, or 39.918 acres more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Lots 1B and 5A, The Village at Lee

Branch, Phase II, prepared by McCullers-Capps & Associates, Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated February 23, 2004, last revised March 17, 2004.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Reciprocal Easement Agreement by and between AIG Baker Brookstone, L.L.C. and Compass Bank, dated August, 2003, filed for record August 27, 2003 at 10:47 a.m., recorded as Instrument No. 20030827000569990, Office of the Probate Judge of Shelby County, Alabama.

Parcel 3**RESIDENTIAL TRACT**

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 5, 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 Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West, said point being the POINT OF BEGINNING; thence proceed N88°38'50"E along the North line of said Southwest 1/4 of Northwest 1/4 for 1334.18 feet to a 2" open top pipe found, purported to be the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West; thence proceed S00°29'13"E along the East line of said Southwest 1/4 of the Northwest 1/4 for 331.15 feet to a rebar found on the North line of Lot 1-C of "A Resubdivision of The Village at Lee Branch" as recorded in Map Book 31, Pages 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence proceed S 88°45'44"W along said North line of Lot 1-C for 331.81 feet to a point on the Northerly right of way margin of Doug Baker Boulevard, said right of way margin being in a curve to the left, said curve being non-tangent to the last described course and having a radius of 605.00 feet, a central angle of 19°41'25", and a chord which bears N76°27'47"W for 206.89 feet; thence proceed along the arc of said curve and along said Northerly right of way margin for 207.91 feet to a point; thence proceed S03°41'31"W along said Northerly right of way margin and radial to the last described curve for 5.00 feet to a point on a curve to the left, said curve being radial to the last described course and having a radius of 600.00 feet, a central angle 04°55'47" and a chord which bears N88°46'22"W for 51.61 feet; thence proceed along the arc of said curve and along said Northerly right of way margin for 51.62 feet to the end of said curve; thence proceed S88°45'44"W along said Northerly right of way margin and tangent to the last described curve for 749.40 feet to a point on the West line of said Section 5, Township 19 South, Range 1 West; thence proceed N00°32'10"W along said West line of Section 5 for 278.46 feet to the POINT OF BEGINNING. The above described property, containing 393,372.151 square feet, or 9.031 Acres, more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Parcel 3, The Village at Lee Branch, Phase II, prepared by McCullers-Capps & Associates, Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated February 23, 2004, last revised March 17, 2004.

Parcel 4

RETAIL TRACT

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 5/8" 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, Shelby County, Alabama; thence proceed S00°32'10"E along the East line of said Southeast 1/4 of the Northeast 1/4 for 328.47 feet to a 3/4" pipe found on the Southerly right of way margin of Doug Baker Boulevard; thence leaving the East line of said Southeast 1/4 of the Northeast 1/4, proceed S88°54'17"W along said Southerly right of way margin for 152.66 feet to a point, said point being the POINT OF BEGINNING; thence leaving said Southerly right of way margin continue S88°54'17"W for 563.08 feet to a point; thence proceed N24°11'22"W for 52.13 feet to a iron pin found; thence proceed N58°49'55"W for 73.62 feet to a point on the Southeasterly right of way margin of Alabama Highway 119 (Cahaba Valley Road), having an 80 foot right of way width, said right of way margin being in a curve to the right, said curve being non-tangent to the last described course and having a radius of 2824.79 feet, a central angle of 03°18'07" and a chord which bears N43°30'40"E for 162.77 feet; thence proceed along the arc of said curve and along said Southeasterly right of way margin for 162.79 feet to a concrete monument found; thence proceed N45°09'43"E along said Southeasterly right of way margin and tangent to the last described curve for 87.15 feet to a point on the Southwesterly right of way margin of Doug Baker Boulevard; thence leaving said Southeasterly right of way margin of Alabama Highway 119 (Cahaba Valley Road) proceed S87°40'18"E along said Southwesterly right of way margin of Doug Baker Boulevard for 69.01 feet to a point; thence proceed S46°33'25"E along said Southwesterly right of way margin for 124.09 feet to a point at the beginning of a curve to the left, said curve being tangent to the last described course and having a radius of 600.00 feet, a central angle of 34°00'30", and a chord which bears S63°33'39"E for 350.93 feet; thence proceed along the arc of said curve and along said Southwesterly right of way margin for 356.13 feet to the end of said curve; thence proceed S01°05'43"E along said Southwesterly right of way margin and non-tangent to the last described curve for 10.00 feet to the POINT OF BEGINNING. The above described property, containing 85,982.982 square feet, or 1.974 Acres, more or less, is more particularly shown on and is described according to that certain survey entitled As-Built Survey of Parcel 4, The Village at Lee Branch, Phase II, prepared by McCullers-Capps & Associates, Inc., bearing the seal and certification of Daniel K. Capps, Alabama Registered Land Surveyor Number 13411, dated February 23, 2004, last revised March 17, 2004.