

*\$1,620,000.00 of the consideration
stated herein was derived from
a mortgage loan closed simultaneously
herewith.

Send Tax Notice To:
2152 14th Circle No.
St. Petersburg, FL 33713

Attn: J. Bradford Hines

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

THIS IS A STATUTORY WARRANTY DEED executed and delivered by **AIG BAKER EAST VILLAGE, L.L.C.**, a Delaware limited liability company hereinafter referred to as the "Grantor", to **LEE BRANCH, LLC**, a Florida limited liability company (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten Dollars and 00/100ths Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the Grantor does by these presents, grant, bargain, sell and convey unto the Grantee, the real estate described in Exhibit "A" attached hereto and situated in Shelby County, Alabama (the "Property");

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said Property.

This conveyance is subject to the exceptions set forth on Exhibit "B".

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its heirs, successors and assigns, will warrant and defend the above described Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

For maintenance of the access roads servicing the Property, Grantee, its successors and assigns, shall pay to Grantor, its successors and assigns, an amount equal to \$5000.00 per calendar year for the first five (5) calendar years after the date of hereof with such fee to increase by \$500.00 per calendar year fixed for the next five (5) year period continuing on for successive five (5) year periods thereafter until such access fee reaches \$10,000 per calendar year, which shall be the limit of such fee (collectively, the "Access Fee").

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed on this 30th day of June, 2004.

GRANTOR:

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 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 Alex D. Baker, whose name as President of AIG Baker Shopping Center Properties, L.L.C., 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 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 30 day of June, 2004.

Mary Lyon Fay
Notary Public

My Commission Expires: 3-29-08

THIS INSTRUMENT PREPARED BY:

Amy E. McMullen, Esq.

AIG Baker Shopping Center Properties, L.L.C.

1701 Lee Branch Lane

Birmingham, Alabama 35242

EXHIBIT "A"
Legal Description of Property

Lot 3 of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, Page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1 as recorded in Map Book 31, page 130A & 130B, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 88°49'06" W along the North line of said Northeast 1/4 of Southwest 1/4 for 66.55 feet to the Southwest corner 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 Probate Judge, Shelby County, Alabama; thence proceed N 01°10'54" W along the West line of said Lot 2 for 119.95 feet to the Southeast 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 proceed S 89°04'30" W along the South line of said Lot 3A for 180.92 feet to a point; thence proceed N 56°26'42" W along the Southwest line of said Lot 3A for 93.23 feet to a point on the Southerly right of way margin of Doug Baker Boulevard; thence proceed S 33°33'18" W along said Southerly right of way margin for 84.38 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 26°21'14", a radius of 537.50 feet and a chord which bears S 46°43'54" W for 245.06 feet; thence proceed Southwesterly along said Southerly right of way margin and along the arc of said curve for 247.23 feet to the **POINT OF BEGINNING** of the herein described parcel; thence leaving said Southerly right of way margin of Doug Baker Boulevard, proceed S 31°05'10" E for 30.50 feet to a point; thence proceed S 38°02'48" E for 32.43 feet to a point; thence proceed S 40°50'32" E for 119.19 feet to a point; thence proceed N 49°09'28" E for 66.50 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 90°00'00", a radius of 4.50 feet, and a chord which bears S 85°50'32" E for 6.36 feet; thence proceed Easterly along the arc of said curve for 7.07 feet to the end of said curve; thence proceed S 40°50'32" E and tangent to the last described curve for 16.00 feet to a point; thence proceed N 49°09'28" E for 124.46 feet to a point 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 04°24'48", a radius of 560.10 feet and a chord which bears N 32°11'48" E for 43.13 feet; thence proceed Northeasterly along the arc of said curve for 43.14 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described curve and having a central angle of 78°01'30", a radius of 99.53 feet, and a chord which bears N 05°13'13" W for 125.30 feet; thence proceed Northerly along the arc of said curve for 135.53 feet to the end of said curve; thence proceed N 46°33'26" W and non-tangent to the last described curve for 15.10 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described course and having a central angle of

08°13'03", a radius of 211.21 feet and a chord which bears N 52°19'56" W for 30.27 feet; thence proceed Northwesterly along the arc of said curve for 30.29 feet to the end of said curve; thence proceed N 56°26'42" W and tangent to the last described curve for 25.04 feet to a point; thence proceed S 33°30'26" W for 28.37 feet to a point; thence proceed N 56°29'34" W for 10.03 feet to a point; thence proceed N 70°31'43" W for 20.62 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 15°36'23", a radius of 547.50 feet and a chord which bears S 41°15'30" W for 148.67 feet; thence proceed Southwesterly along the arc of said curve for 149.13 feet to a point; thence proceed N 42°24'14" W for 10.00 feet to a point on the Southerly right of way margin of Doug Baker Boulevard, said Southerly right of way margin being in a curve to the right, said curve being non-tangent to the last described course and having a central angle of 10°49'11", a radius of 537.50 feet, and a chord which bears S 54°29'55" W for 101.35 feet, thence proceed Southwesterly along the arc of said curve and along said Southerly right of way margin for 101.50 feet to the **POINT OF BEGINNING**.

EXHIBIT "B"
Permitted Exceptions

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Deed Book 247, page 709; Deed Book 259, page 350 and Deed Book 331, page 262.
2. Terms and conditions of that certain consent to settlement decree as recorded under Instrument Number 200309040005890.
3. Conditions and restrictions as described in that certain Memorandum of Lease by and between AIG Baker Brookstone, L.L.C. and Publix of Alabama, L.L.C. as recorded under Instrument Number 20020729000361020 and amended by that certain First Amendment to Memorandum of Lease recorded under Instrument Number 20020826000405690.
4. Easement(s)/Right(s) of Way granted Alabama Power Company recorded in Deed Book 220, page 833.
5. That certain Reciprocal Easement Agreement for the benefit of Compass Bank as recorded under Instrument Number 200308270056990.
6. Declaration of easements and restrictions as recorded under Instrument Number 20040601000288850 and amended under Instrument Number 20040624000345520.
7. Rights of others in and to the easements insured herein.
8. 10 foot landscape buffer, maintenance easement and 40 foot building line as shown on Map Book 33, page 58.
9. Notes as recited on Map Book 33, page 58.
10. Agreement of covenants, conditions and restrictions and grant of easements as recorded under Instrument Number 20040624000345530.
11. Memorandum of Lease by and between AIG Baker East Village, L.L.C. and Rave Motion Pictures Birmingham, III, LLC as recorded under Instrument Number 200422000207060; provided, however the only restriction imposed on the Property by the Memorandum of Lease is that the Property cannot be used for the operation of a theater or auditorium for the presentation of motion pictures or technological successors thereof.