

Send Tax Notice To:

Pointer Development II, L.L.C.
2151 Old Rocky Ridge Rd. St 100
Birmingham, AL 35216

Attn: _____

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

THIS IS A STATUTORY WARRANTY DEED executed and delivered by **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company hereinafter referred to as the "Grantor", to **POINTER DEVELOPMENT II, L.L.C.**, an Alabama limited liability company (hereinafter referred to as the "Grantee").

*in consideration
of \$625,000⁰⁰ RE*

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, including without limitation, all rights and easements inuring to the benefit of the Property as set out in the Reciprocal Easement Agreement with Covenants Conditions and Restrictions as recorded in Instrument #20030701000412990 and amended in Instrument #20030827000569970 in the Office of the Judge of Probate of Shelby County, Alabama.

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

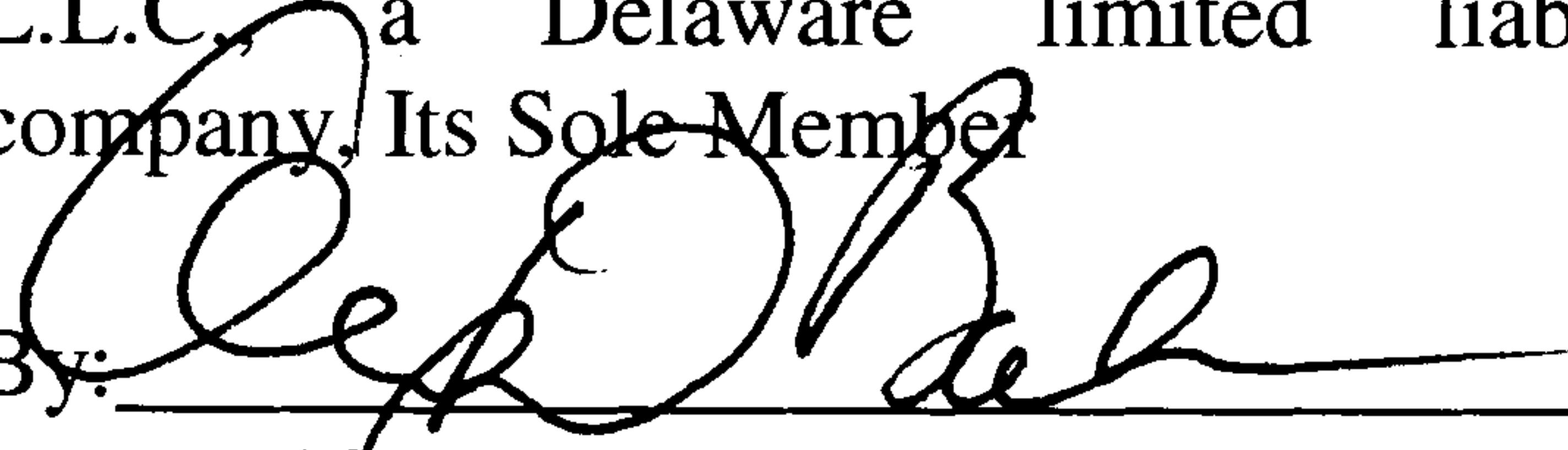
*All of the purchase price was paid RE
from the proceeds of a mortgage loan
closed simultaneously herewith.*

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed on this 13 day of October, 2006.

GRANTOR:

AIG BAKER BROOKSTONE, L.L.C.,
a Delaware limited liability company

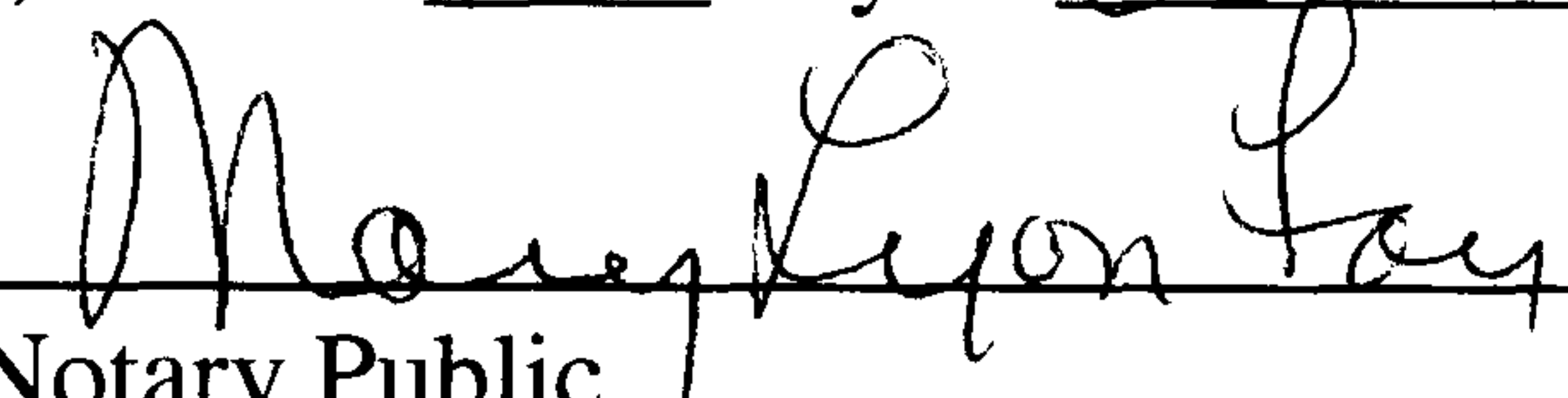
By: AIG Baker Shopping Center Properties,
L.L.C., a Delaware limited liability
company, Its Sole Member

By: 
Alex D. Baker, President

STATE OF ALABAMA)
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 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 13 day of October, 2006.


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



20061025000527570 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
10/25/2006 04:04:29PM FILED/CERT

EXHIBIT "A"
Legal Description of Property

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



20061025000527570 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
10/25/2006 04:04:29PM FILED/CERT

EXHIBIT "B"

Permitted Exceptions

General and special taxes or assessments for 2006 and subsequent years not yet due and payable.

Right of Way granted to Alabama Power Company as recorded in Deed Book 109, Page 496 and Deed Book 185, Page 132.

Rights of others in and to the use of ingress and egress easements as recorded in Deed Book 174, Page 402 as amended by Deed Book 247, Page 645 and in Deed Book 314, Page 344.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as recorded in Deed Book 247, Page 709; Deed Book 259, Page 350 and Deed Book 331, Page 262.

Right of Way granted to Alabama Power Company as recorded in Deed Book 109, Page 497.

Terms and conditions of that certain temporary construction and slope easement agreement as recorded under Instrument Number 20021108000557110.

Easement(s)/Right(s) of Way granted to Alabama Power Company as recorded under Instrument Number 2004-00610.

That certain Reciprocal Easement Agreement between AIG Baker Brookstone, L.L.C. and Lee Branch, L.L.C. as recorded under Instrument Number 20030701000412990 as amended by Instrument Number 20030827000569970.

Terms and conditions of that certain consent to settlement decree as recorded under Instrument Number 200309040005890.

That certain Reciprocal Easement Agreement for the benefit of Compass Bank as recorded under Instrument Number 200308270056990.

Easements, notes, conditions and building line as shown on recorded map.

Restrictions as set out in Instrument Number 20020729000351020 and amended in Instrument Number 20020826000405690 and Instrument Number 20040622000339810.

Terms, agreements and right of way to Alabama Power Company as recorded in Instrument #20040312000127270.

Right of Way granted to BellSouth as recorded in Instrument # 20060607000269310.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF EASEMENTS of even date herewith and recorded in the Office of the Judge of Probate of Shelby County, Alabama prior to the recording of the deed.