

20070702000309440 1/5 \$33558.00
Shelby Cnty Judge of Probate, AL
07/02/2007 11:12:51AM FILED/CERT

33,535,000 *LL*

THIS INSTRUMENT PREPARED BY:

GRANTEE'S ADDRESS:

Morris Manning & Martin, LLP
3343 Peachtree Road, N.E.
Atlanta, GA 30326

PERA Lee Branch, Inc.
c/o LaSalle Investment Management
1225 17th Street, Suite 2750
Denver, Colorado 80202

STATE OF ALABAMA)

LIMITED WARRANTY DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company (hereinafter "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by **PERA LEE BRANCH, INC.**, a Colorado nonprofit corporation (hereinafter "Grantee"), at or before the sealing of these presents, the receipt whereof being hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto Grantee and its successors and assigns forever all those pieces, parcels or tracts of real estate more fully described in Exhibit A attached hereto (the "Real Estate"), together with all and singular rights, privileges, hereditaments, easements and appurtenances to the said Real Estate belonging or in any wise incident or appertaining thereto (the "Premises").

The Premises are being conveyed subject only to the lien of the current and subsequent years' taxes and the liens, encumbrances, easements, and other title exceptions set forth in Exhibit B, attached hereto (the "Permitted Encumbrances").

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto Grantee, its successors and assigns, forever.

And Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said Premises unto Grantee, its successors and assigns, against Grantor and its successors and assigns, lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Limited Warranty Deed to be executed by its duly authorized officer this ____ day of June, 2007.

Signed, sealed and delivered in the presence of:

GRANTOR:

Sharon DiOrto

Witness No. 1

Print Name: SHARON DiOrto

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: W. Ernest Moss

W. Ernest Moss

Executive Vice President

Beverly Stradford

Witness No. 2

Print Name: Beverly Stradford

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Ernest Moss whose name as the Executive Vice President of AIG Baker Shopping Center Properties, L.L.C., the sole member of AIG Baker Brookstone, L.L.C., 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 28th day of June, 2007.

Cristine K. Byrd

Notary Public

My Commission Expires: 7-2-07



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Exhibit A

(Legal Description)

Lot 1C, according to the re-subdivision of The Village at Lee Branch, as recorded in Map Book 31, Page 130A&B, in the Probate Office of Shelby County, Alabama

Together with all rights and beneficial interests as set forth in that certain Temporary Construction and Slope Easement as recorded in Instrument # 20021108000557110.

Also

Together with all rights and beneficial interests as set forth in that certain Reciprocal Easement Agreement as recorded in Instrument # 20030701000412990 and as amended in Instrument # 20030827000569970.

Also

Together with all rights and beneficial interests as set forth in that certain Declarations of Covenants, Conditions and Restrictions and Declaration of Easements as recorded in Instrument # 20061025000527560.

Exhibit B

(Permitted Encumbrances)

1. Right of Way granted to Alabama Power Company as recorded in Deed Book 109, Page 496 and Deed Book 185, Page 132.
2. 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.
3. 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.
4. Right of Way granted to Alabama Power Company as recorded in Deed Book 109, Page 497.
5. Terms and conditions of that certain temporary construction and slope easement agreement as recorded under Instrument # 20021108000557110.
6. Easement(s)/Right(s) of Way granted to Alabama Power Company as recorded under Instrument # 20040102000000610.
7. That certain Reciprocal Easement Agreement between AIG Baker Brookstone, L.L.C. and Lee Branch, L.L.C. as recorded under Instrument # 20030701000412990 as amended by Instrument # 20030827000569970.
8. Terms and conditions of that certain Settlement Decree in case CV-02-687 and recorded in Instrument # 20030210000079290 and consented to as recorded in Instrument No. 20030904000589000.
9. That certain Reciprocal Easement Agreement for the benefit of Compass Bank as recorded under Instrument Number 20030827000056990.
10. Easements, notes, conditions and building line as recorded in Map Book 31, Page 130A&B.
11. Restrictions and Memorandum of Lease as set out in Instrument # 20020729000351020, amended in Instrument # 20020826000405690, Instrument # 20040622000339810 and Instrument # 200703060000099750.
12. Terms, agreements and right of way to Alabama Power Company as recorded in Instrument #20040312000127270.
13. Right of Way granted to BellSouth as recorded in Instrument # 20060607000269310.
14. Covenants, Conditions, Restrictions and Declaration of Easements as set out in Instrument # 20061025000527560.
15. Rights of interested parties under outstanding unrecorded leases.

16. Declaration of Limited Use Restrictions as recorded in 20070702000309430
17. Liens for real estate taxes, special assessments and special improvement district or local improvement district bonds that are not yet due and payable;
18. Rights of the municipal, county and/or state government and/or any subdivision thereof and/or any public or private utility or cable television company to maintain, repair and operate lines, wires, cables, conduits, pipes, poles, distribution boxes and other equipment, fixtures or facilities in, on, over, through or under the Premises pursuant to a recorded easement;
19. The effect of any present and future laws of the United States, the State of Alabama and other governmental instrumentalities, agencies, subdivisions or authorities relating to the rights and obligations of tenants under their leases and the rents permitted to be charged them;
20. All present and future zoning, building and other applicable governmental laws, ordinances, codes, restrictions and regulations of the municipality in which the Premises is located and all other governmental authorities having jurisdiction, and all present or future violations thereof, if any.

Shelby County, AL 07/02/2007
State of Alabama

Deed Tax: \$33535.00