

Send tax notices to:
Don Koppel
14338 Victory Blvd
Van Nuys CA 91401

STATE OF ABALAMA
COUNTY OF Shelby

Consolidated 04/11/07

STATUTORY WARRANTY DEED

KNOWN BY ALL MEN BY THESE PRESENTS, that for and in consideration of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned, CAPITAL REAL ESTATE INVESTMENTS LLC, an Alabama limited liability company ("Capital"), as to an undivided twenty one percent (21%) interest) and PACIFICA KATIE AVENUE LLC, a Nevada limited liability company ("Pacifica", as to an undivided seventy-nine percent (79%) interest) (Capital and Pacifica collectively the "Grantor") in hand paid by Grantee (as defined below), the receipt of which is acknowledged, the said Grantor does GRANT, BARGAIN, SELL and CONVEY unto Donald Robert Koppel and Maureen Katherine Koppel, Trustees of the 2006 Koppel Living Trust dated January 4, 2007 certain real estate situated in Shelby County, Alabama, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to those certain exceptions more particularly set forth in Exhibit "B" attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the said property unto the Grantee, together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in any wise appertaining, forever,

This Statutory Warranty Deed is executed without warranty or representation of any kind on the part of the Grantor, express or implied, except as against acts done or suffered by the Grantor that are not specifically excepted herein.

Document prepared by Marie Berry, Chicago Title, 1700 B Street #100,
San Diego CA 92101

IN WITNESS WHEREOF, the Grantor has hereto set its signature and Seal on the dates of the respective acknowledgments below, to be effective as of

CAPITAL:

Capital Real Estate Investments LLC

By: Paul Ryan

PACIFICA:

Pacifica Katie Avenue LLC

By: PAC Katie Avenue Inc.

By: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF San Diego)

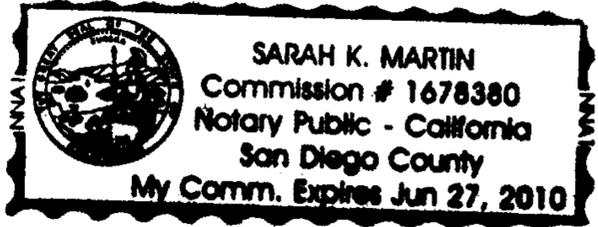
On July 9th 2007 before me, Sarah K Martin

a Notary Public in and for said County and State, personally appeared Randy Rivera

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sarah K Martin
Signature of Notary



STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____

a Notary Public in and for said County and State, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary



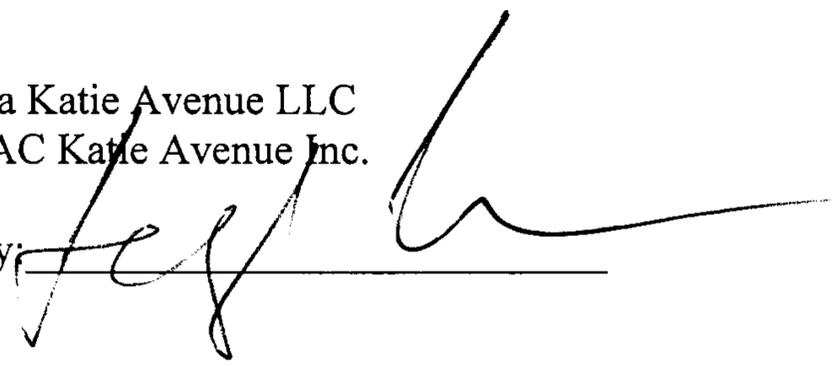
20070815000384710 4/7 \$31.00
Shelby Cnty Judge of Probate,AL
08/15/2007 01:07:13PM FILED/CERT

IN WITNESS WHEREOF, the Grantor has hereto set its signature and Seal on the dates
of the respective acknowledgments below, to be effective as of

CAPITAL: Capital Real Estate Investments LLC

By: _____

PACIFICA: Pacifica Katie Avenue LLC
By: PAC Katie Avenue Inc.

By:  _____



20070815000384710 5/7 \$31.00
Shelby Cnty Judge of Probate, AL
08/15/2007 01:07:13PM FILED/CERT

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____

_____ a Notary Public in and for said County and State, personally appeared _____

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

STATE OF CALIFORNIA)
) SS.
COUNTY OF San Diego)

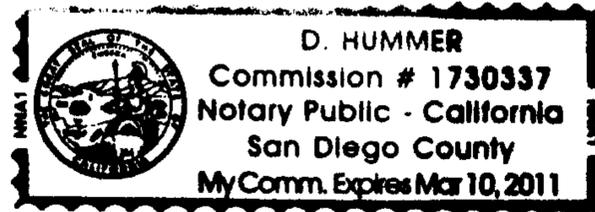
On July 11, 2007 before me, D. HUMMER

_____ a Notary Public in and for said County and State, personally appeared DEEPAK ISRANI

_____ personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

D. Hummer
Signature of Notary



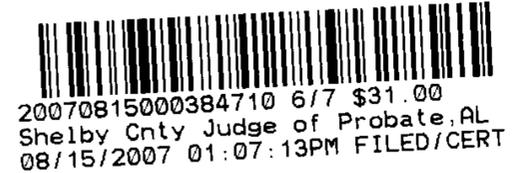


EXHIBIT "A"

Description of a parcel of land situated in Section 21, Township 22 South, Range 2 West, in Town of Calera in Shelby County, Alabama, and being more particularly described as follows:

From the point of intersection of the East right of way line of U.S. Highway 31 with the South right of way line of 18th Avenue, a Calera city street, run thence in a Southerly direction along said East right of way line of U. S. Highway 31 for a distance of 100.00 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue along said East right of way line of U.S. Highway 31 in the same Southerly direction for a distance of 160.00 feet; thence turn an angle to the left of 88°33'20" and run in an Easterly direction parallel to said 18th Avenue for a distance of 262.45 feet; thence turn an angle to the left of 90°00'00" and run in a Northerly direction for a distance of 151.91 feet; thence turn an angle to the left of 90°00'00" and run in a Westerly direction for a distance of 117.50 feet; thence turn an angle to the right of 90°00'00" and run in a Northerly direction for a distance of 108.00 feet to a point on the South right of way line of said 18th Avenue; thence turn an angle to the left of 90°00'00' and run in a Westerly direction along said right of way line for a distance of 76.50 feet; thence turn an angle to the left of 91°26'40" and run in a Southerly direction for a distance of 100.00 feet; thence turn an angle to the right of 91°26'40" and run in a Westerly direction for a distance of 75.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

And further described as:

A tract of land situated in Section 21, Township 22 South, Range 2 West, in the Town of Calera, Shelby County, Alabama, being more particularly described as follows:

Beginning at the intersection of the East right of way of U.S. Highway 31 and the South right of way of 18th Avenue and run S 00°00'00" E for a distance of 100 feet along the East right of way of U.S. Highway 31 to the True Point of Beginning; thence continue S 00°00'00" E for a distance of 160 feet; thence run S 88°33'20" E to the West right of way of a 20 foot unimproved alley for a distance of 262.45 feet; thence run N 01°26'40" E along the West right of way of said 20 foot alley for a distance of 151.91 feet; thence run N 88°33'20" W for a distance of 117.46 feet; thence run N 01°26'40" E to the South right of way of 18th Avenue for a distance of 108.00 feet; thence run N 88°33'20" W along said South right of way of 18th Avenue for a distance of 76.50 feet; thence run S 00°00'00" W for a distance of 100.00 feet; thence run N 88°33'20" W for a distance of 75.00 feet back to the True Point of Beginning.

Source of title: Instrument 2001/01902 and 2001/01903 Shelby County, Alabama.

**CHICAGO TITLE INSURANCE COMPANY
A.L.T.A. COMMITMENT**

**SCHEDULE B - SECTION II
EXCEPTIONS**


20070815000384710 7/7 \$31.00
Shelby Cnty Judge of Probate, AL
08/15/2007 01:07:13PM FILED/CERT

Commitment Number: **4174X-07**
Effective Date: **May 17, 2007 at 08:00am**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 2. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth on the inside cover. Any loan policy will also contain under Schedule B thereof, the standard exceptions set forth on the inside cover of this commitment relating to the owner's policy.
 3. Standard Exceptions 2 and 3 may be removed from the policy when a satisfactory survey and inspection of the premises is made.
 4. **Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment rolls, but is subject to any future adjustments that may be made either by the Tax Assessor or the County Board of Equalization.**
 5. **Right of Way granted to Alabama Power Company by instrument recorded in Volume 133, page 70, in the Probate Office of Shelby County, Alabama and as shown on the Survey prepared by Derek L. Harvel, ARLS No. 18387 of Harvel & Associates, Inc., dated October 17, 2000, and last revised December 12, 2000, as Job No. 00373.**
 6. **30 foot right of way to South Central Bell Telephone Company, recorded in Real 61, page 371, in the Probate Office of Shelby County, Alabama and as shown on the Survey prepared by Derek L. Harvel, ARLS No. 18387 of Harvel & Associates, Inc., dated October 17, 2000, and last revised December 12, 2000, as Job No. 00373.**
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7. **Use Restrictions and Purchase Covenants as defined in the Franchise Agreement, Agreement and rights of American Commercial Capital L.L.C. and its successors and assigns ("ACC") as set forth in the intercreditor Agreement between Hardee's Food Systems, Inc., as franchisor, and ACC, such restrictions, covenants and rights being disclosed in the Special Warranty Deed into Farooqi Properties, LLC, a Nevada limited liability company, filed for record January 18, 2001 at 9:45 A.M. and recorded in Instrument 2001/01902, in the Probate Office of Shelby County, Alabama.**