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**THIS INSTRUMENT WAS PREPARED BY:**

Thomas C. Clark, III, Esq.  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North, Suite 2400  
Birmingham, Alabama 35203

**SEND TAX NOTICE TO:**

AUM Properties, L.L.C.  
2098 Royal Fern Lane  
Birmingham, Alabama 35244  
Attention: Rakesh Patel

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STATE OF ALABAMA                    )  
SHELBY COUNTY                     )

\$ 224,554.<sup>00</sup>

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by **AUM ALABASTER, LLC** an Alabama limited liability company (the "Grantee"), to **ALABASTER LAND COMPANY, LLC**, an Alabama limited liability company, a 50% undivided interest, as tenant in common, and his successors and assigns (hereinafter collectively referred to as the "Grantor"), receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee all of the Grantor's interest in that certain real property lying and being situated in Shelby County, Alabama as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

**TO HAVE AND TO HOLD** unto the Grantee, and the Grantee's successors and assigns, forever.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the following (the "Exceptions"):

1. Ad Valorem taxes for the current tax year.
2. Mineral and mining rights not owned by the Grantor.
3. Any applicable zoning ordinances.
4. Those certain matters more particularly set forth on Exhibit B attached hereto.

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.

By accepting this Deed, the Grantee acknowledges and agrees that the Declaration of Covenants and Restrictions recorded in Instrument # 20041027000594700 shall encumber the Property in its entirety, and not just a portion thereof, notwithstanding the terms and conditions set forth therein.



20081211000463180 2/4 \$245.00  
 Shelby Cnty Judge of Probate, AL  
 12/11/2008 12:03:15PM FILED/CERT

IN WITNESS WHEREOF, the undersigned Grantor has executed this Statutory Warranty Deed on the 9<sup>th</sup> day of December, 2008.

**ALABASTER LAND COMPANY, LLC,**  
 an Alabama limited liability company

By: David Fleisher  
 Name: David Fleisher  
 Its: Manager

STATE OF ALABAMA )  
 COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DAVID FLEISHER, whose name as Manager of Alabaster Land Company, LLC, and 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 said instrument, he/she, as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 9<sup>th</sup> day of December, 2008.

Rhesis B. Rudloff  
 Notary Public



My commission expires: 9-24-09

**Exhibit A**

  
20081211000463180 3/4 \$245.00  
Shelby Cnty Judge of Probate, AL  
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(Legal Description)

Lot 2, according to the Final Plat of Balmoral Phase II, as recorded in Map Book 37, Page 137, in the Probate Office of Shelby County, Alabama.

Together with certain beneficial rights more particularly set forth in that certain Access Road Construction and Reciprocal Easement Agreement as recorded in Instrument No. 20061205000589100.

20081211000463180 4/4 \$245.00  
Shelby Cnty Judge of Probate, AL  
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**Exhibit B**

**(Title Exceptions)**

1. Declaration of Covenants and Restrictions as recoded in Instrument #20041027000594700.
2. Declaration of Slope, Detention Pond and Construction Easement as recorded in Instrument #20040521000271360.
3. Right of way to Alabama Power Company as set out in instrument(s) recorded in Deed Book 48, Page 617; Deed Book 207, Page 669; and Deed Book 207, Page 676.
4. Right of Way to Shelby County as recorded in Deed Book 166, Page 308; Deed Book 166, Page 315; and Deed Book 274, Page 419.
5. Easement for water line recorded in Instrument #1993-14579.
6. Building lines as shown on Map recorded in Map Book 37, Page 137.
7. Access Road Construction and Reciprocal Easement Agreement as recorded in Instrument No. 20061205000589100.
8. Terms and Conditions of Storm Sewer Drainage Easement Agreement as recorded in Instrument No. 20061205000589090.