

THIS INSTRUMENT PREPARED BY:

James E. Roberts  
P. O. Box 370004  
Birmingham, Alabama 35237

Send Tax Notice To:

Mark S. Edge  
2963 Lookout Place, N.E.  
Atlanta, GA 30305

WARRANTY DEED (Without Survivorship)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I,

James E. Roberts, a married man,

(herein referred to as Grantor), grant, bargain, sell and convey unto,

Mark S. Edge,

(herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 8 of the AIRPARK INDUSTRIAL COMPLEX, a industrial subdivision situated in the SW 1/4 of the SE 1/4, Section 18 and the NW 1/4 of the NE, NE 1/4 of the NE 1/4, Section 19, all in Township 21 South, Range 2 West, Alabaster, as recorded in the Shelby County Probate Court, Map Book 19, Page 116, Shelby County, Alabama.

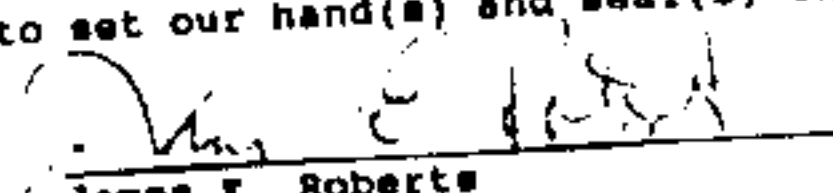
Subject to any and all easements and restrictions of record including the covenants and restrictions as attached hereto as Exhibit A and B. Meaning and intending to describe and convey all and the same premises as conveyed by 1-65 Investment Properties, a general partnership, to James E. Roberts by Warranty Deed dated March 30, 1995 and recorded in the Office of the Judge of Probate, Shelby County, Alabama, Instrument #1995-09869.

The subject property is not the homestead of the Grantor or his spouse.

TO HAVE AND TO HOLD to the said Grantee, her heirs and assigns forever.

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEE, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

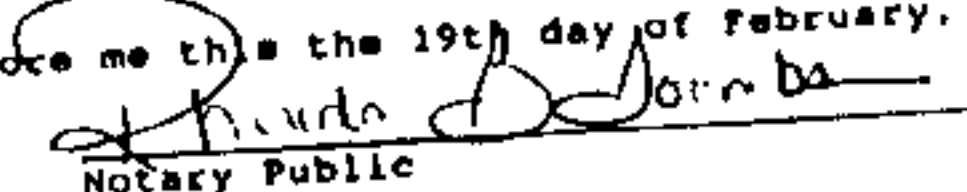
IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) this the 19th day of February, 1996.

 (Seal)  
James E. Roberts

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Before me, the undersigned notary public in and for said county in said state, personally appeared James E. Roberts who being first duly sworn, makes oath that he has read the foregoing instrument and knows the contents thereof, and that he is informed and believes, and upon such information and belief, avers that the facts contained therein are true and correct.

Subscribed and sworn to before me this the 19th day of February, 1996.

  
Notary Public

(REAL)

My commission expires: 2/7/2000

03/01/1996-06683  
10:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 REC 51.00

Inst # 1996-06683

Exhibit A

1. Grantor acquired this property from I-65 Investment Properties, a general partnership, who acquired the property from Mead Land Services, Inc. Incident to Mead Land Services, Inc.'s conveyance to I-65 Investment Properties, I-65 Investment Properties agreed to release and hold harmless Mead Land Services, Inc. for any incident, injury or accident relating to any past mining operations. Grantee likewise releases Grantor on the same terms and conditions as recorded in the Office of the Judge of Probate in Shelby County, Alabama, Real Volume 352, Page 805.
2. It is the intention of the Grantor to convey to Grantee any mineral and mining rights incident thereto owned by Grantor.

EXHIBIT B

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PAGE 136

RESTRICTIVE COVENANTS ON THE AIRPARK  
INDUSTRIAL COMPLEX, SHELBY COUNTY, ALABAMA  
OWNED BY I-65 INVESTMENT PROPERTIES

These covenants are promulgated by the owners of I-65 Investment Properties for the purpose of maintaining an attractive industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owners' request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be handled initially by the I-65 Investment partnership. Upon the project's completion I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the Airpark Industrial Complex who are actually in business in the subdivision. After all lots are sold, these individuals may from time to time make such changes as they deem necessary and appropriate for the best interest of the property owners.

1. All ground shall be maintained and landscaped in an attractive manner.

2. There shall be no mobile homes allowed in the subdivision unless such permission has been obtained from the architectural committee and in no case to exceed more than six (6) month period for the purpose of construction of building ect..

3. There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles, trucks, and other items associated with a business.

4. No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.

5. All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.

6. No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.

7. The setback line for construction of buildings shall be fifty (50) feet from the road with the fenced area not to extend into the setback area.

W. T. Booth  
P.O. Box 625  
Helena, MT

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8. I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.

9. No well, of any kind shall be drilled on the site.

10. Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.

These covenants shall run with the land and each owner agrees and acknowledges that he has been furnished a copy of such restrictions and that he will abide by same. Likewise, the owner shall advise any assigns of such covenants and upon sale require such assignee to agree to be bound by such covenants and upon sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he shall be liable for such actions as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of his breach of these covenants. In such event, owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

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10:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCO \$1.00