

THIS DOCUMENT PREPARED BY:

Jada Hilyer
MCKAY MANAGEMENT CORPORATION FOR
THE HARBERT-EQUITABLE JOINT VENTURE
One Riverchase Office Plaza, Suite 200
Birmingham, Alabama 35244
(205) 968-4730

Purchaser's Address: 31 Inverness Parkway
Suite 320
Birmingham, AL 35244

Inst # 1999-35544

08/25/1999-35544
09:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
14.50
003 MMS

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED SEVENTY-TWO and 40/100 DOLLARS (\$152,372.40) in hand paid by DPCS, L.L.C., an Alabama Limited liability Company, (hereinafter referred to as "GRANTEE"), to the undersigned THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture Agreement dated January 30, 1974, composed of Harbert Properties Corporation, a corporation, and The Equitable Life Assurance Society of the United States, a corporation (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the following described real estate ("Property") situated in Shelby County, Alabama:

Part of the SE 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows: Beginning at an existing iron rebar being the SW corner of Lot 1-A, a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 14, Page 77, run in a northwesterly direction along the west line of said Lot 1-A for a measured distance of 338.00 feet to an existing iron rebar being the most westerly corner of said Lot 1-A and being on the south right-of-way line of Riverchase Office Road, said right-of-way line being curved and said curve being concave in a northeasterly direction and having a central angle of 70°-35'-44" and a radius of 65.0 feet; thence turn an angle to the left (33°-49'-04" to the chord of said curve) and run in a northwesterly direction along the arc of said curve for a distance of 80.09 feet (Chord measures 75.12 feet) to an existing iron rebar; thence turn an angle to the left (78°-49'-54" from the chord of last mentioned curve) and run in a southwesterly direction for a measured distance of 226.53 feet to an existing iron pin; thence turn an angle to the left of 64°-17'-53" and run in a southerly direction for a distance of 320.20 feet to an existing iron pin; thence turn an angle to the left of 94°-27'-28" and run in an easterly direction for a distance of 268.0 feet, more or less, to the point of beginning.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1999.
2. Mineral and mining rights not owned by GRANTOR.
3. Zoning ordinances pertaining to said Property; and
4. Existing easements, rights-of-ways and restrictions of record.
5. Said Property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Miscellaneous Book 13, beginning at Page 50, as amended by Amendment No. 1 recorded in Miscellaneous Book 15, beginning at Page 189, as further amended by Amendment No. 2 recorded in Miscellaneous Book 19, beginning at Page 633, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Said Property conveyed by this instrument is hereby restricted to use as an office development (with a development density not to exceed 10,000 sq. ft. per acre) as defined in the Riverchase Architectural Committee Development Criteria for Planned Office District of Riverchase, dated October 24, 1990, unless a change in use is authorized pursuant to the Riverchase Business Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Business Covenants.

that no such other warranties or representations have been made by or on behalf of Grantor. It is expressly understood and agreed that with respect to the physical condition of the Property, the Property is being sold hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO (1) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR (2) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED OR TO BE PROVIDED BY GRANTOR TO GRANTEE. Grantee expressly acknowledges to Grantor that Grantee has made its own independent inspections and investigations of the Property and has purchased the Property (i) based solely upon and in reliance upon its own independent inspections and investigations of the Property, and (ii) without relying upon any representation, warranty or agreement by Grantor, its agents or contractors, or by any other person or entity purporting to act or speak for or on behalf of Grantor with respect to the condition of the Property or any part thereof. Grantee, for itself and its heirs, successors and assigns, waives and releases all claims of every nature whatsoever, present and future, against Grantor based upon or in connection with the condition of the Property, the soil or the sub-soil conditions, including but not limited to the presence of any underground mines, tunnels or sinkholes, or any subsidence of the surface of the Property related thereto or caused thereby, and hereby releases Grantor from any liability whatsoever with respect thereto. The provisions of this paragraph shall run with the land and shall be binding upon Grantee and all subsequent owners of the Property or any part thereof.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by each

Venturer by their respective duly authorized officers effective on this the 13th day of

July, 1999.



Romona H. Singh
Commission # CC 791769
Expires NOV 18, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

WITNESS:

RH Singh

THE HARBERT-EQUITABLE JOINT VENTURE,
under Joint Venture Agreement dated January 30, 1974

By: THE EQUITABLE LIFE ASSURANCE SOCIETY OF
THE UNITED STATES

By: Frank E. Daffer
Its: INVESTMENT OFFICER

WITNESS:

Shirley Henson

By: HARBERT PROPERTIES CORPORATION

By: [Signature]
Its: PRESIDENT

STATE OF Florida)
COUNTY OF Dade)

I, Romona Singh, a Notary Public in and for said County, in said State hereby certify that Terrell E. Daffer whose name as Terrell E. Daffer of The Equitable Life Assurance Society of the United States, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 13 day of July, 1999.



Romona H. Singh
Commission # CC 791769
Expires NOV 18, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

RHS
Notary Public

My Commission expires:

11/18/2002

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Deanda J. Harris, a Notary Public in and for said County, in said State, hereby certify that William W. Brooks whose name as President of Harbert Properties Corporation, a corporation, as General Partner of The Harbert-Equitable Joint Venture, under Joint Venture Agreement dated January 30, 1974, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of The Harbert-Equitable Joint Venture.

Given under my hand and official seal, this the 21 day of July, 1999.

Deanda J. Harris
Notary Public

My commission expires:

11/01/01

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SHELBY COUNTY JUDGE OF PROBATE
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