

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:
MBK II, LLC
1310 Cobb Lane
Birmingham, AL 35205
Attn: John Michael Bodnar

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Five Hundred Thirty Nine Thousand Two Hundred Twenty Six and 00/100 Dollars (\$539,226.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP and FRANK C. ELLIS, JR., a married man and ELLIS INVESTMENTS, LLC,, BENNER INVESTMENTS, LLC,, MCGEEVER INVESTMENTS, LLC, AND ROBERTSON INVESTMENTS, LLC (herein referred to as Grantors, whether one or more), grant, bargain, sell and convey unto MBK II, LLC (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN (the Property or The Exhibit 'A' Property).

SUBJECT TO: See Exhibit 'Z' attached hereto and incorporated by reference herein for the Permitted Exceptions which apply to this conveyance.

Grantors represent and warrant that there are no assessments due the City of Pelham or any governmental authority for the Property.

ALL OF THE CONSIDERATION RECITED HEREIN WAS DERIVED FROM A MORTGAGE LOAN CLOSED SIMULTANEOUSLY HERewith.

TOGETHER WITH the following non-exclusive, perpetual easements which are intended to run with the land:

1. An easement for vehicular and pedestrian EGRESS ONLY, only benefitting the Property, in an easterly direction only over and across the real property described on Exhibit "B" attached hereto and incorporated by reference herein. Grantee, it's successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantee, it's successor and assigns and their guests, invitees or contractors.; and

2. An easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described on Exhibit "C" attached hereto and incorporated by reference herein. Grantee, it's successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantee, it's successor and assigns and their guests, invitees or contractors; and

3. An easement for parking in up to 20 parking stalls on the real property described and visually depicted in Exhibits "D" and "D-1" attached hereto and incorporated by reference herein. Notwithstanding any of the provisions of this paragraph 3, the first occupant of the Property shall have the right to park in all parking stalls existing on the real property described on said Exhibit D through the date of the Grand Opening of such occupant or until the 15th day of October, 2000, whichever is earlier. Grantors reserve unto themselves the exclusive right to unilaterally designate the 20 parking stalls to which this easements applies by: (1) giving the then owner of the Property 60 days prior notice of such designation; and (2) by recording a notice of such designation with the Probate Office of Shelby County, Alabama. Grantor shall be entitled in such designation to vacate portions of the easement set out on said Exhibit "C". At the time of such designation, no employees of the occupant of the Property shall be entitled to park in any such parking stalls. Grantee, it's successors and assigns shall be responsible to timely repair any extraordinary damage occasioned

03/14/2000-08158
02:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

018 NMS 58.00

to the improvements within this easement which damage is caused by Grantee, it's successor and assigns and their guests, invitees or contractors; and

4. An easement for ingress, egress and utilities over and across that portion of the real property which is not the Property as described on Exhibit "H" attached hereto and incorporated by reference herein. The parties intend for this easement to ultimately be a public road and each party shall cooperate with the other in the dedication of this easement to the appropriate governmental authority as a public road. Prior to dedication, this easement shall be maintained by Grantor or their successors and assigns, however, Grantee, it's successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantee, it's successors and assigns and their guests, invitees or contractors, and

5. An easement for storm water drainage over, beneath and across that real property described on Exhibit "G" attached hereto and incorporated by reference herein, which is not The Exhibit "A" Property. Grantee, it's successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantee, it's successors and assigns and their guests, invitees or contractors; and

ALSO, TOGETHER WITH an exclusive easement for parking and curbing over that portion of the real property described on Exhibit "F", attached hereto and incorporated by reference herein except that portion of the real property described on the said Exhibit "F" which is visually depicted as Grantor's signage on Exhibit "F-1" attached hereto and incorporated by reference herein.

Grantor reserves unto themselves and to their successors and assigns, the following perpetual easements, running with the land, across the Property:

1. A non-exclusive easement for vehicular (automobiles and light trucks only), and pedestrian ingress and egress over and across that portion of the Property which is described on Exhibit "E" attached hereto and incorporated by reference herein. Grantee, it's successors and assigns shall maintain the improvements within this easement in good condition, however, should extraordinary damage to the said improvements be caused by the Grantor or their successors or assigns, or by their guests, invitees or contractors, such extraordinary damage shall be timely repaired and the cost of such repair paid by Grantor, their successors and assigns; and

2. A non-exclusive easement for storm water drainage over, beneath and across that real property which is not the Property described on Exhibit "G" attached hereto and incorporated by reference herein. Grantee, it's successors and assigns shall maintain the improvements that are on the Property and within this easement in good condition, however, should extraordinary damage to the said improvements be caused by Grantor or their successors or assigns, or by the guests, invitees or contractors, such extraordinary damage shall be timely repaired and the cost of such repair paid by Grantor, their successors and assigns; and

3. A non-exclusive easement for ingress, egress and utilities over and across that portion of the real property which is the Property as described on Exhibit "H" attached hereto and incorporated by reference herein. The parties intend for this easement to ultimately be a public road and each party shall cooperate with the other in the dedication of this easement to the appropriate governmental authority as a public road. Prior to dedication, this easement shall be maintained by Grantee or their successors and assigns, however, Grantor, their successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantor, their successors and assigns and their guests, invitees or contractors.

RESTRICTIONS:

- (1) The road signage for the Property shall be located only in the area of the Property as visually depicted on Exhibit "F-1" attached hereto and incorporated by reference herein.
- (2) No buildings other than patios or porches may be constructed within sixty (60) feet of the North line of the Property.

NOTE: All of the easements described herein are set forth on Boundary and Easement Map performed by Carr & Associates Engineers, Inc, DWG. No. 99.1108/23.25-R3, 3/7/2000 revision

The Property conveyed herein is not the homestead of Frank C. Ellis Jr. or his spouse.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned, INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP and FRANK C. ELLIS, JR., ELLIS INVESTMENTS, L.L.C., BENNER INVESTMENTS, L.L.C., MCGEEVER INVESTMENTS, L.L.C., and ROBERTSON INVESTMENTS, L.L.C. have hereunto set their hands and seals, this the 9 day of MARCH, 2000.

INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP

By: *John McGeever*
John McGeever

Its: Partner

By: *John G. Benner*
John G. Benner

Its: Partner

By: *William R. Robertson*
William R. Robertson

Its: Partner

Frank C. Ellis, Jr.
Frank C. Ellis, Jr.

ELLIS INVESTMENTS, LLC

By: *Frank C. Ellis, Jr.*

Its: *Member*

BENNER INVESTMENTS, LLC

By: *MEMBER*

Its: *MEMBER*

MCGEEVER INVESTMENTS, LLC

By: *John McGeever*

Its: *Member*

ROBERTSON INVESTMENTS, LLC

By: *William R. Robertson*

Its: *MEMBER*

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN MCGEEVER, JOHN G. BENNER and WILLIAM R. ROBERTSON, whose names as Partners of INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand and seal this 9 day of MARCH, 2000.

[Signature]
Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that FRANK C. ELLIS, JR., whose name 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 foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 9 day of MARCH,

[Signature]
Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that FRANK C. ELLIS as managing member of ELLIS INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 9 day of MARCH, 2000.

[Signature]
Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN G. BENNER as managing member of BENNER INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 9 day of MARCH, 2000.

[Signature]
Notary Public

My Commission Expires:

3-1-02

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN McGEEVER as managing member of McGEEVER INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 9 day of MARCH, 2000.

[Signature]
Notary Public

My Commission Expires:

3-1-02

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that WILLIAM R. ROBERTSON as managing member of ROBERTSON INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 9 day of MARCH, 19__.

[Signature]
Notary Public

My Commission Expires:

3-1-02

BUFFALO'S CAFE

A parcel of land containing 0.846 Acres (36,841.887 Square feet) located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet; thence right $86^{\circ}49'01''$ Westerly 129.18 feet to the Point of Beginning; thence left $00^{\circ}29'40''$ Westerly 151.35 feet; thence right $85^{\circ}55'12''$ Northerly 190.41 feet; thence right $90^{\circ}00'00''$ Northeasterly 7.00 feet; thence left $90^{\circ}00'00''$ Northerly 47.08 feet to the Southerly new right-of-way line of Alabama Highway No. 119, being seventy feet South of the roadway centerline; thence right $97^{\circ}14'20''$ Northeasterly to the chord of a curve concave Northerly with a radius of 1979.89 feet, a central angle of $4^{\circ}42'35''$ and a chord length of 162.70 feet; thence run Easterly, then Northeasterly along the arc of said curve 162.75 feet; thence turn an interior angle left $92^{\circ}51'41''$ from the chord of said curve Southerly 228.42 feet to the Point of Beginning.

EXHIBIT A
MBK II LLC
DEED

VII. DRIVEWAY ACCESS EASEMENT ACROSS KRYSTAL

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 39.18 feet to the Point of Beginning of the centerline of a twelve foot wide Access Easement; thence right $86^{\circ}36'31''$ Westerly 131.52 feet to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

EXHIBIT 'B'
DEED TO
MBK II LLC

EXHIBIT 'C' MBK II LLC DEED

II. PARKING AND ACCESS EASEMENT IRI TO BUFFALO'S CAFE

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet to the Point of Beginning; thence left 82°42'48" Westerly 27.00 feet; thence left 90°00'00" Southerly 79.46 feet; thence right 86°49'01" Westerly 129.18 feet; thence left 00°29'40" Westerly 151.35 feet; thence left 94°04'54" Southeasterly 13.36 feet; thence right 10°02'56" Southerly 76.42 feet; thence left 90°00'22" Easterly 45.50 feet; thence left 90°00'00" Northerly 35.11 feet to the P.C. of a curve to the right with a radius of fifteen feet and a chord length of 20.23 feet; thence right 41°38'42" to the chord of said curve and run 22.20 feet along the arc of said curve; thence right 42°23'37" from the chord of said curve Easterly 92.80 feet; thence right 00°29'18" Easterly 107.62 feet to the P.C. of a curve to the left with a radius of 48.50 feet and a chord length of 66.65 feet; thence turn left 43°24'07" to the chord of said curve and run 73.48 feet along the arc of said curve; thence left 42°18'14" from the chord Northerly 77.75 feet to the Point of Beginning.

TOGETHER WITH: THOSE EASEMENTS DESCRIBED
IN INSTRUMENT #S 1994-17716 AND
1999-49463 PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA, AS MORE PARTICULARLY
DESCRIBED ON EXHIBITS C-1 AND C-2
ATTACHED HERETO AND INCORPORATED BY
REFERENCE HEREIN

EXHIBIT C-1

DEED TO

MBK II LLC

Instrument No. 1994-17716

A strip 18 feet in width, extending back from Highway 119, 100 feet along the border between Parcels Two and Three, for the use of a joint driveway. Said joint driveway is to be 36 feet in width, extending back 100 feet from Highway 119, one-half of which is located on Parcel Three and one-half located on Parcel Two.

Being further described as follows:

Commence at a point eleven feet Westerly and 16.22 feet Easterly of the Northeast and Northwest corners, respectively, of an easement described in Instrument No. 1999-49463, being the point of beginning of the centerline of the thirty six foot wide easement described in Instrument No. 1994-17716, being on the joint property line of an existing Bassett Furniture Store on the East and property owned by Interstate Restaurant Investors (IRI) on the West; thence run Northwesternly along the property line one hundred feet to the old South Right-of-way line (80' wide Right-of-way) of Alabama Highway No. 119. Said easement being thirty six feet wide, eighteen feet wide on both sides of the above described centerline.

EXHIBIT C-2

DEED TO

MBK II LLC

Instrument No. 1999-49463

The following described parcels are located in the southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and which parcels are more particularly described as follows:

Easement Area Located within Parcel #1

Commence at the Southeast corner of the Southwest quarter of Section 31; thence run North along the quarter-section line 506.79 feet; thence left $121^{\circ}25'36''$, 517.90 feet; thence $106^{\circ}46'08''$ right run in a Northwesterly direction along the Easterly property line of Parcel 1 (which is the Westerly property line of Parcel 2) for a distance of 188.10 feet to the point of beginning; thence continue on last stated course 86.03 feet to an existing joint driveway easement (as recorded in Instrument No. 1994-17716 Probate Office of Shelby County, Alabama); thence $90^{\circ}00'00''$ left 16.22 feet; thence $82^{\circ}47'48''$ left and leaving said existing easement run a distance of 83.78 feet; thence $98^{\circ}00'00''$ left, 27.0 feet to the point of beginning.

Easement Area Located within Parcel #2

Commence at the Southwest corner of the Southwest quarter of Section 31; thence run North along the quarter-section line 506.79 feet; thence left $121^{\circ}25'36''$, 517.90 feet; thence $106^{\circ}46'08''$ right run in a Northwesterly direction along the Easterly property line of Parcel 2 (which is the Easterly property line of Parcel 1) for a distance of 188.10 feet to the point of beginning; thence continue on last stated course 86.03 feet to an existing joint driveway easement (as recorded in Instrument No. 1994-17716 Probate Office of Shelby County, Alabama); thence $90^{\circ}00'00''$ right, 11.0 feet; thence $97^{\circ}17'12''$ right and leaving said existing easement run a distance of 86.71 feet to the point of beginning.

EXHIBIT D MBK II LLC DEED

II. PARKING AND ACCESS EASEMENT IRI TO BUFFALO'S CAFE

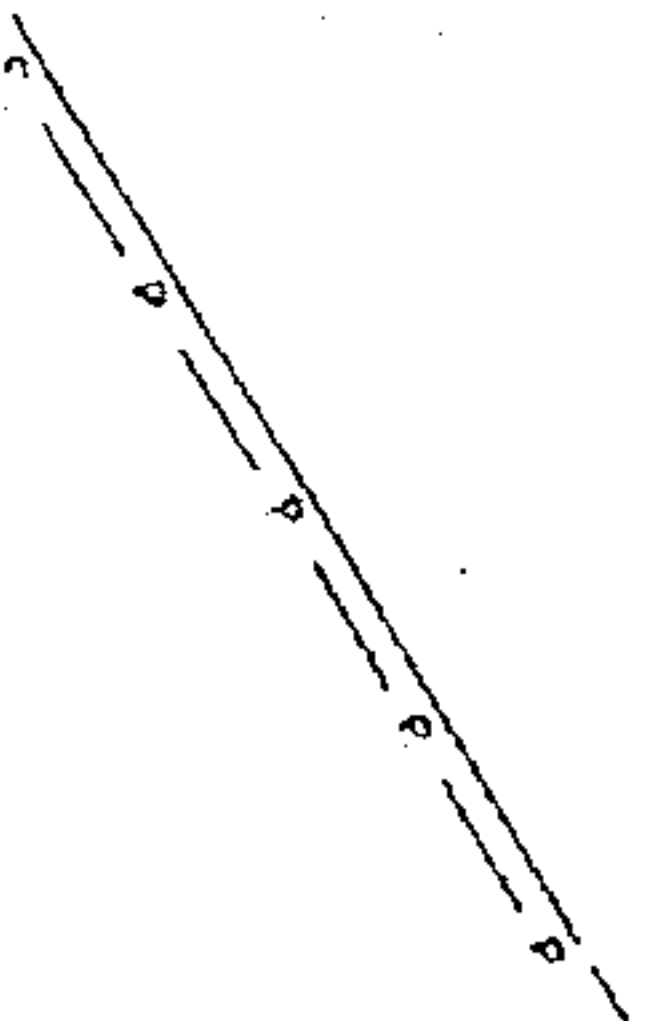
Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line **506.79 feet**; thence left **121°25'36"** Southwesterly **517.90 feet**; thence right **106°46'08"** Northwesterly **188.10 feet** to the Point of Beginning; thence left **82°42'48"** Westerly **27.00 feet**; thence left **90°00'00"** Southerly **79.46 feet**; thence right **86°49'01"** Westerly **129.18 feet**; thence left **00°29'40"** Westerly **151.35 feet**; thence left **94°04'54"** Southeasterly **13.36 feet**; thence right **10°02'56"** Southerly **76.42 feet**; thence left **90°00'22"** Easterly **45.50 feet**; thence left **90°00'00"** Northerly **35.11 feet** to the P.C. of a curve to the right with a radius of fifteen feet and a chord length of 20.23 feet; thence right **41°38'42"** to the chord of said curve and run **22.20 feet** along the arc of said curve; thence right **42°23'37"** from the chord of said curve Easterly **92.80 feet**; thence right **00°29'18"** Easterly **107.62 feet** to the P.C. of a curve to the left with a radius of 48.50 feet and a chord length of 66.65 feet; thence turn left **43°24'07"** to the chord of said curve and run **73.48 feet** along the arc of said curve; thence left **42°18'14"** from the chord Northerly **77.75 feet** to the Point of Beginning.

60



EXHIBIT D-1 MBK II LLC DEED

AUTHORIZED PARKING
STALLS ARE ONLY
LOCATED IN THE
CROSSHATCHED AREA



Scale
1" = 100'
2" = 200'
3" = 300'
4" = 400'

EXHIBIT 'E'

MBK II LLC

DEED

VI. DRIVEWAY ACCESS EASEMENT ACROSS BUFFALO'S CAFE

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line **506.79 feet**; thence left **121°25'36"** Southwesterly **517.90 feet**; thence right **106°46'08"** Northwesternly **188.10 feet**; thence left **82°42'48"** Westerly **27.00 feet**; thence left **90°00'00"** Southerly **79.46 feet**; thence right **86°49'01"** Westerly **129.18 feet**; thence left **00°29'40"** Westerly **117.75 feet** to the Point of Beginning of the centerline of a twenty four foot wide Access Easement; thence right **85°55'12"** Northwesternly **208.63 feet** to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

EXHIBIT 'F'

MBK II LLC DEED

VIII. PARKING AND CURB EASEMENT ON IRI TO BUFFALO'S CAFE

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet; thence right $86^{\circ}49'01''$ Westerly 129.18 feet; thence left $00^{\circ}29'40''$ Westerly 151.35 feet to the Point of Beginning; thence continue Westerly along the same course 3.00 feet; thence right $85^{\circ}55'12''$ Northwesterly 238.95 feet to a point on the new Southerly Right-of-Way line of Alabama Highway No. 119, being in a curve to the left, concave Northerly with a radius of 1979.89 feet, a central angle of $00^{\circ}17'36''$ and a chord length of 10.14 feet; thence turn right $99^{\circ}43'25''$ to the chord of said curve and run Easterly, then Northeasterly 10.14 feet along the arc of said curve; thence an interior angle left of $99^{\circ}43'25''$ from the curve chord Southeasterly 47.08 feet; thence right $90^{\circ}00'00''$ Westerly 7.00 feet; thence left $90^{\circ}00'00''$ Southeasterly 190.41 feet to the Point of Beginning.

EXHIBIT F-1 MCK II LLC DEED

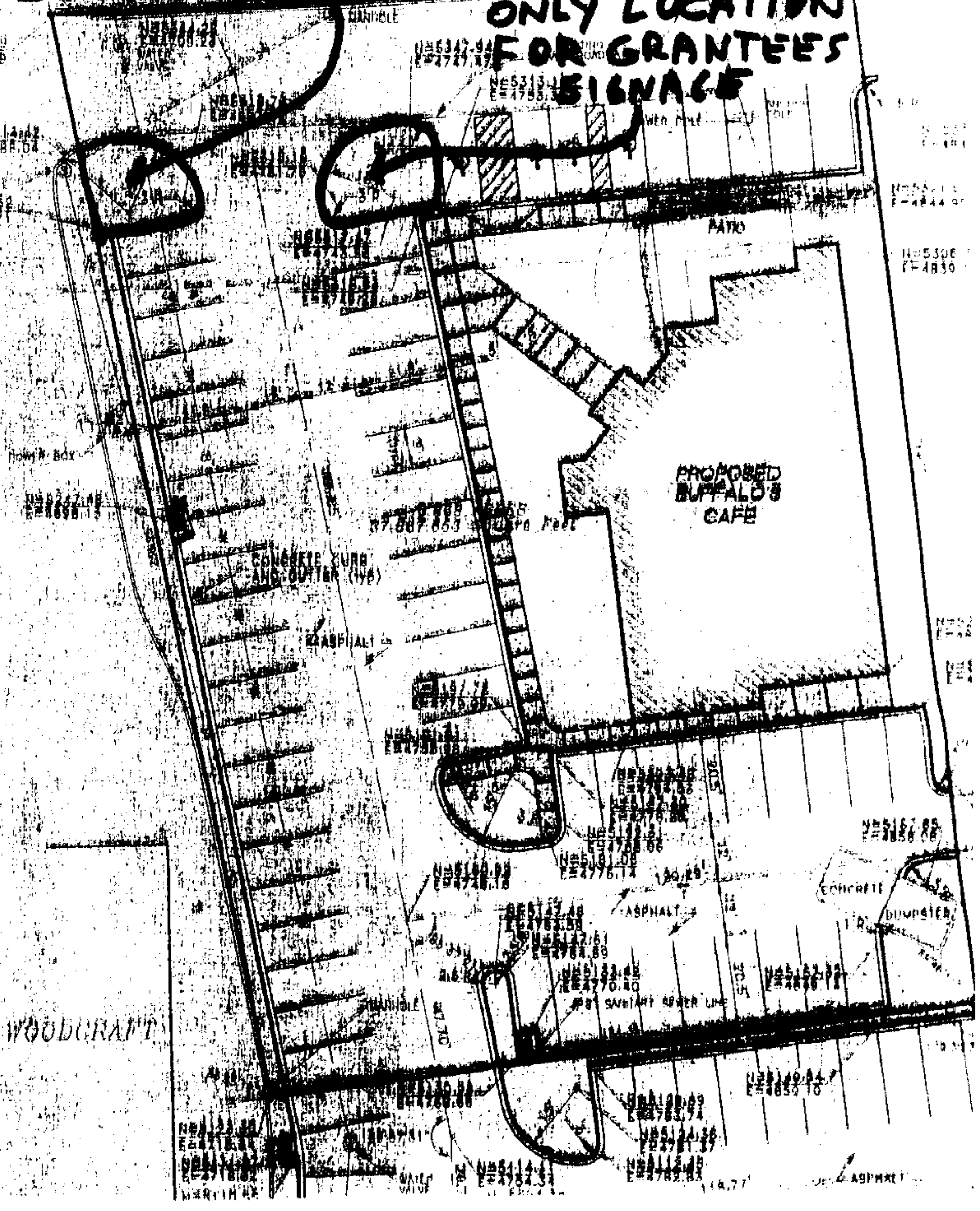
ATLANTA HIGH
COUNTY, MISSISSIPPI

GRANTOR'S SIGNAGE

CURVE DATA

RADIUS 1375.89
CENTRAL ANGLE 55.511
CHORD LENGTH 173.92
ARC LENGTH 173.92
CONCAVE NORTHERLY

ONLY LOCATION FOR GRANTEE'S SIGNAGE



V. STORM SEWER EASEMENT

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet; thence right $86^{\circ}49'01''$ Westerly 129.18 feet; thence right $89^{\circ}48'11''$ Northerly 5.00 feet to the Point of Beginning of the centerline of a ten foot wide storm sewer easement; thence left $90^{\circ}17'51''$ Westerly 92.53 feet; thence left $15^{\circ}39'35''$ Southwesterly 62.63 feet to the Point of Termination. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

EXHIBIT 'G'
MBK II LLC
DEED

EXHIBIT H

DEED TO MKL II LLC

Those easements set out and described as Exhibits E and F to document recorded in Instrument Number 1999-07606, Office of the Judge of Probate, Shelby County, Alabama, which is hereby incorporated by reference herein.

EXHIBIT "Z"

MBK II, LLC Deed

Permitted Exceptions.

1. General and special taxes or assessments for 2000 and subsequent years not yet due and payable.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 101, Page 506, Deed Book 112, Page 513, Deed Book 170, Page 258 and agreement in Inst. No. 1994-3175 in the Probate Office of Shelby County, Alabama.
3. Right(s)-of-Way(s) granted to AT&T by instrument(s) recorded in Deed Book 168, Page 405 in the Probate Office of Shelby County, Alabama.
4. Dedication of perpetual easement for public road as set out by instrument recorded at Inst. No. 1996-22947 in the Probate Office of Shelby County, Alabama.
5. Survey matters as shown on the survey by Carr & Associates dated December 22, 1999, revised March 7, 2000.
6. Perpetual Easement for Public Sewer & Water to the City of Pelham dated February 22, 2000 as set out by Inst. No. 2000-5680 in the Probate Office of Shelby County, Alabama.
7. Building setback line of 60 feet from the north line of the land as set out by Inst. No. 2000-5683 in the Probate Office of Shelby County, Alabama.
8. Rights of others to use access easement(s) reflected as Parcels II, VII and VIII on the survey by Carr & Associates dated December 22, 1999, revised March 7, 2000.
9. Rights set out in the deed to Cahaba Valley Station, LLC as set out by Inst. No. 1999-7606 in the Probate Office of Shelby County, Alabama.
10. Rights set out in the deed to The Krystal Company as set out by Inst. No. 2000-05681 in the Probate Office of Shelby County, Alabama.
11. Rights set out in the Easement for Joint Use of Driveway between John Amos Furniture Company, Inc., Mary Martin, Jean Pryor, Tommy Johnson, Addie Smith and Rolling Johnson as set out by Inst. No. 1994-17716 in the Probate Office of Shelby County, Alabama.
12. Rights set out in the Easement for Joint Use of Driveway between Owner(s) herein and Wilbur Hall and John T. Northrop and Faith Investment, Inc. as set out by Inst. No. 1999-49463 in the Probate Office of Shelby County, Alabama.

Inst # 2000-08158

**03/14/2000-08158
02:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 MMS 58.00**