

THIS DOCUMENT PREPARED BY:
Randolph H. Lanier
BALCH & BINGHAM LLP
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
S & K Investments, L.L.C.
3505 Bant River Rd
Birmingham, Alabama 35216
Attention: _____

STATE OF ALABAMA

STATUTORY WARRANTY DEED

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by **S & K INVESTMENTS, 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 real estate situated in Shelby County, Alabama, described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2003.
2. Mineral and mining rights not owned by GRANTOR.
3. 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 Misc. Book 13, Page 50, as amended by Amendment No. 1 recorded in Misc. Book 15, Page 189, and as further amended and superceded by Amendment No. 2 recorded in Misc. Book 19, Page 633, in the Office of the Judge of Probate of Shelby County, Alabama (the "**Riverchase Business Covenants**").
4. GRANTEE agrees that the Property shall be developed so as to possess aesthetic and environmental characteristics in keeping with the overall development plan of the GRANTOR, The Riverchase Architectural Committee Development Criteria for Planned Office (PO) dated 10-24-90 and Planned Industrial (PI) dated 10-24-90, and in accordance with the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), as amended by Amendment No. 1 and Amendment No. 2, and the Property shall be restricted to use for offices, office warehouses, service centers, and retail uses in the appropriate zoning classifications. Prior to commencing construction on the Property, GRANTEE shall submit to the Riverchase Architectural Committee complete plans and specifications of the proposed development for approval, such approval not to be unreasonably withheld.

10.552

5. Except for the warranties of title implied in this statutory warranty deed, GRANTOR has not made and specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property including, but not limited to, the water, soil, sub-soil conditions and geology of the Property, and the suitability thereof for any and all activities and uses which GRANTEE may elect to conduct thereon. GRANTEE expressly acknowledges that no such other warranties or representations, other than statutory warranties as to title, 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 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.
6. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 252 pages 182 and 184, Deed Book 310 page 595 and Deed Book 345 page 673 in the Probate Office of Shelby County, Alabama.
7. Slope Easement(s) to Wren Development as shown by instrument recorded in Deed Book 330 page 456 in the Probate Office of Shelby County, Alabama and on the survey by Laurence D. Weygand dated August 24, 2001.
8. Easement(s) to Wren Development as shown by instrument recorded in Deed Book 330 page 459 in the Probate Office of Shelby County, Alabama.
9. Land Use Agreement by and between Harbert Equitable Joint Venture and Blue Cross and Blue Shield of Alabama as set out in Misc. Book 16 page 690, and amended in Misc. Book

43 page 82 and Real Book 16 page 64 and Real Book 381 page 465 in the Probate Office of Shelby County, Alabama.

10. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 127 page 140 in the Probate Office.
11. The following matters shown on survey of by Laurence D. Weygand, dated November 26, 2002:
 - (a) 20 foot easement through center, containing 8 foot sanitary sewer.
 - (b) an irregular easement on the Easterly side, and as shown on Map Book 8 page 131.
 - (c) 20 foot easement containing 24 inch sanitary sewer on Easterly portion.
12. Change in use agreement as set out in Real Book 236 page 56, in said Probate Office.

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

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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 17th day of December, 2002.
as of Jan

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

WITNESS:

By: **THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES**

[Signature]

By: *[Signature]*
Its:

STATE OF Georgia
COUNTY OF Fulton

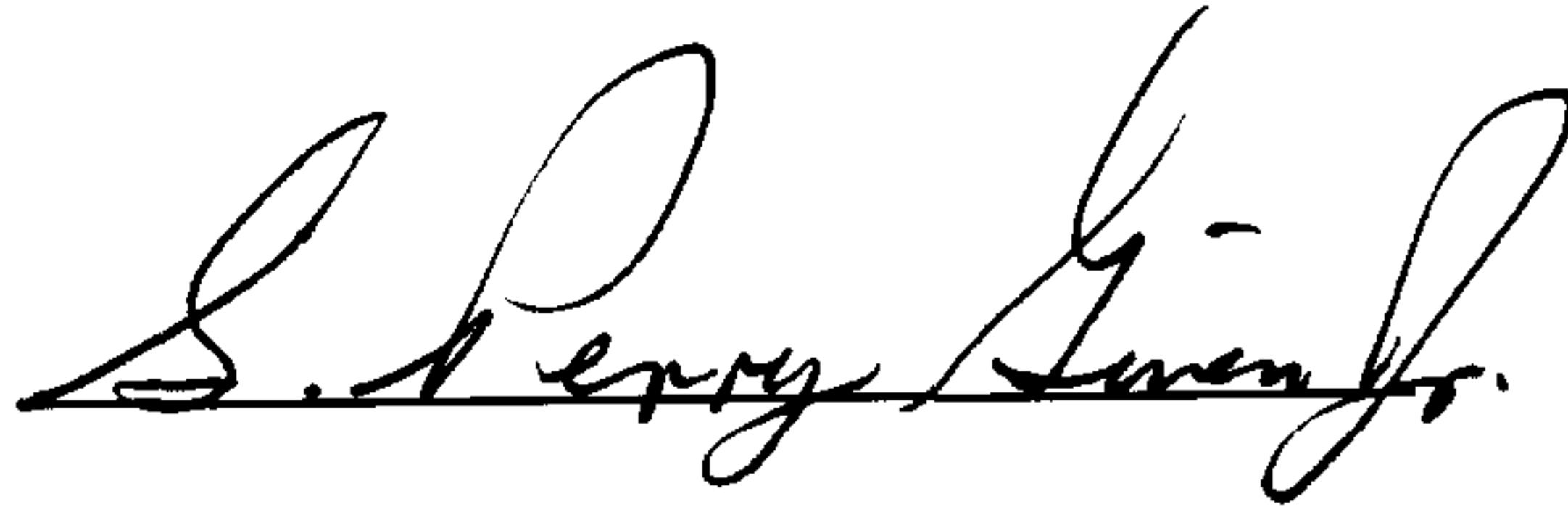
I, JANE JOHNSTON a Notary Public in and for said County, in said State hereby certify that TERRELL E. DAFFER, whose name as Investment Officer of **The Equitable Life Assurance Society of the United States**, a corporation, as General Partner of **THE HARBERT-EQUITABLE JOINT VENTURE**, under Joint Venture 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 16th day of December, 2002.

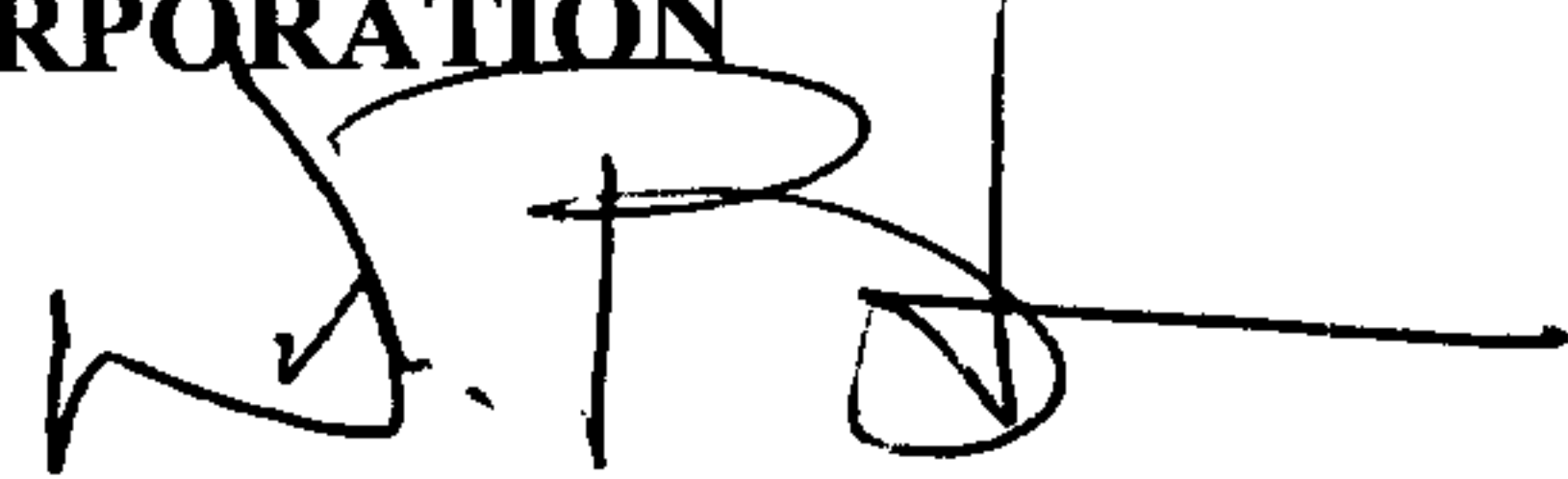
[Signature]
Notary Public
Notary Public, Fulton County, Georgia
My Commission Expires May 11, 2004
My Commission expires: _____

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

WITNESS:



By: **HARBERT PROPERTIES
CORPORATION**

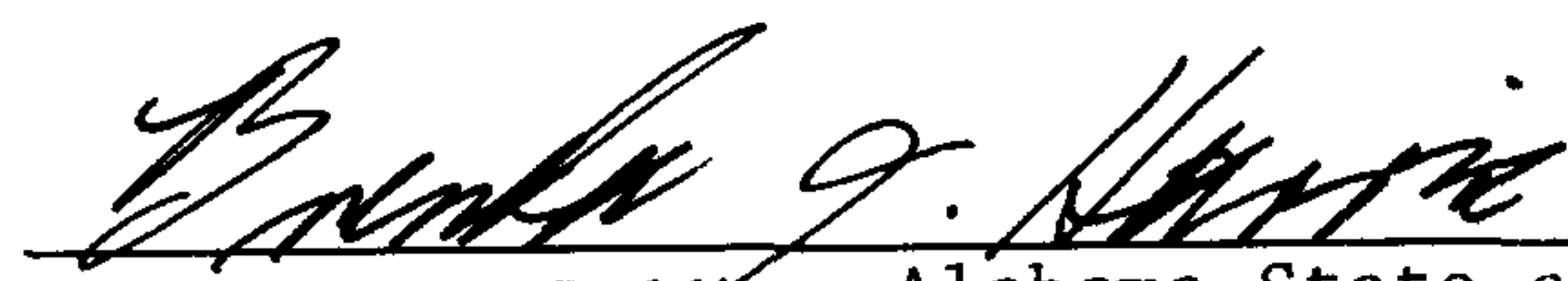
By: 
Its: William W. Brooke
President

STATE OF ALABAMA

COUNTY OF SHELBY

I, Brenda J. Harris a Notary Public in and for said County, in said State hereby certify that William W. Brooke, 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 16th day of December, 2002.


Notary Public - Alabama State at Large

My Commission expires: November 1, 2005

EXHIBIT A

PARCEL 1

Part of the SW $\frac{1}{4}$ of Section 19, and part of the NW $\frac{1}{4}$ of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing iron rebar being at a point of intersection with the East right of way line of U. S. Highway No. 31 and the North right of way line of Parkway Lake Drive, as shown on a map of Parkway Lake Drive Relocation as recorded in Map Book 30 page 61 in the Office of the Judge of Probate, Shelby County, Alabama, run in a Easterly direction along the North right of way line of said Parkway Lake Drive for a distance of 120.24 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 94 deg. 20 min. 50 sec. and run in a Northerly direction for a distance of 141.17 feet to an existing iron rebar; thence turn an angle to the left of 1 deg. 08 min. 07 sec. and run in a Northerly direction for a distance of 110.40 feet; thence turn an angle to the right of 53 deg. 18 min. 50 sec. and run in a Northeasterly direction for a distance of 35.78 feet; thence turn an angle to the right of 25 deg. 40 min. 42 sec. and run in a Northeasterly direction for a distance of 34.66 feet; thence turn an angle to the left of 12 deg. 16 min. 36 sec. and run in a Northeasterly direction for a distance of 57.09 feet; thence turn an angle to the left of 43 deg. 20 min. 33 sec. and run in a Northeasterly direction for a distance of 64.60 feet; thence turn an angle to the left of 118 deg. 19 min. 41 sec. and run in a Westerly direction for a distance of 99.82 feet; thence turn an angle to the right of 21 deg. 40 min. 26 sec. and run in a Northwesterly direction for a distance of 35.52 feet; thence turn an angle to the right of 58 deg. 03 min. 11 sec. and run in a Northwesterly direction for a distance of 34.09 feet; thence turn an angle to the right of 11 deg. 38 min. 07 sec. and run in a Northerly direction for a distance of 15.82 feet to a point of intersection with the East right of way line of U. S. Highway No. 31; thence turn an angle to the right of 9 deg. 13 min. 37 sec. and run in a Northeasterly direction along the East right of way line of said U. S. Highway No. 31 for a distance of 123.48 feet to an existing iron rebar; thence turn an angle to the right of 83 deg. 40 min. 55 sec. and run in an Easterly direction for a distance of 628.01 feet to an existing iron rebar being on the West right of way line of Parkway Lake Drive and being on a curve, said curve being concave in a Westerly direction and having a central angle of 9 deg. 54 min. 46 sec. and a radius of 691.60 feet; thence turn an angle to the right (85 deg. 09 min. 01 sec. to the chord of said curve) and run in a Southerly direction along the West right of way line of said Parkway Lake Drive and along the arc of said curve for a distance of 119.65 feet to an existing iron rebar; thence continue in a Southerly direction along a line tangent to the end of said curve and along the West right of way line of said Parkway Lake Drive for a distance of 16.51 feet to an existing iron rebar and the point of beginning of a new curve, said latest curve being concave in an Easterly direction and having a central angle of 2 deg. 56 min. 26 sec. and a radius of 360.34 feet; thence turn an angle to the left and run in a Southerly direction along the West right of way line of said Parkway Lake Drive and along the arc of said curve for a distance of 18.49 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (86 deg. 17 min. 50 sec. from the chord of last mentioned curve) and run in a Westerly direction for a distance of 10.48 feet to an existing iron rebar set by Laurence D. Weygand and being on the curved Westerly right of way line

of Parkway Lake Drive, said curve being concave in a Northeasterly direction and having a central angle of 27 deg. 47 min. 33 sec. and a radius of 443.10 feet; thence turn an angle to the left (103 deg. 57 min. 41 sec. to the chord of said curve) and run in a Southerly and Southeasterly direction along the arc of said curve and along the West right of way line of Parkway Lake Drive for a distance of 214.93 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (55 deg. 01 min. 55 ½ sec. from last mentioned chord) and run in a Southwesterly direction along the West right of way line of Parkway Lake Drive for a distance of 104.50 feet to an existing iron rebar and to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 6 deg. 29 min. 08 sec. and a radius of 777.04 feet; thence turn an angle to the right (36 deg. 52 min. 42 sec. to the chord of said curve) and run in a Southwesterly direction along the arc of said curve and along the Northwest right of way line of Parkway Lake Drive for a distance of 87.96 feet to an existing iron rebar; thence run in Southwesterly direction along the Northwest right of way line of said Parkway Lake Drive for a distance of 178.87 feet to an existing iron rebar being the point of beginning of a new curve, said latest curve being concave in a Northerly direction, having a central angle of 21 deg. 54 min. 12 sec. and a radius of 894.01 feet; thence turn an angle to the right and run in a Southwesterly and Westerly direction along the arc of said curve and along the North right of way line of Parkway Lake Drive for a distance of 341.77 feet to an existing iron rebar; thence turn an angle to the right (46 deg. 01 min. from the chord of last mentioned curve) and run in a Northwesterly direction along the North right of way line of Parkway Lake Drive for a distance of 83.08 feet to an existing iron rebar; thence turn an angle to the left of 30 deg. 28 min. 17 sec. and run in a Westerly direction along the North right of way line of Parkway Lake Drive for a distance of 1.06 feet, more or less, to the point of beginning.

PARCEL 2

Part of the SW ¼ of Section 19 and part of the NW ¼ of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being at a point of intersection of the East right of way line of US Highway No. 31 and the North right of way line of Parkway Lake Drive as shown on a map of Parkway Lake Drive Relocation, as recorded in Map Book 30 page 61 in the Office of the Judge of Probate, Shelby County, Alabama, run in an Easterly direction along the North line of said Parkway Lake Drive for a distance of 57.69 feet; thence turn an angle to the left of 102 deg. 16 min. 15 sec. and run in a Northerly direction for a distance of 155.02 feet; thence turn an angle to the left of 77 deg. 34 min. 39 sec. and run in a Westerly direction for a distance of 24.34 feet to a point on the East right of way line of U. S. Highway No. 31; thence turn an angle to the left of 90 deg. and run in a Southerly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 151.54 feet, more or less, to the point of beginning.