

THIS INSTRUMENT WAS PREPARED BY:

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SEND TAX NOTICE TO:

Taste of Thailand
c/o 3321 Lorna Road
B'ham, AL 35214

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of SEVEN HUNDRED SEVENTY FIVE THOUSAND and NO/100 Dollars (\$775,000.00) and other good and valuable consideration in hand paid by **Anucha Tiemkongkanchna**, a married man ("Anucha"), **Maneesri Tiemkongkarn**, a married man ("Maneesri"), and **Atinon Tiemkongkarn**, a married man ("Atinon", and collectively with Anucha and Maneesri, the "Grantee"), to **The Crossroads at Greystone, LLC**, an Alabama limited liability company (the "Grantor"), receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee 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 heirs, successors and assigns, forever.

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

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. Existing leases and tenant escrow deposits.
5. Easements, rights-of-way, reservations, agreements, restrictions, and setback lines of record.
6. Terms and provisions of the Greystone Commercial Declaration of Covenants, Conditions and Restrictions, as recorded in Real Volume 314, page 506, as amended by the First Amendment, recorded as Inst. No. 1996-00531, as amended by the 2nd Amendment in Inst. No. 1996-00532, as amended by the 3rd Amendment recorded as Inst. No. 2000-38942, all recorded in the Probate Office of Shelby County, Alabama.

00902160.3

7. Transmission Line Permits(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 109, page 491 in the Probate Office of Shelby County, Alabama, as affected by the Disclaimer (containment Letter) from Sara P. Parks, Alabama Power Company, dated July 2, 2002.
8. Terms and Provisions of the Reciprocal Easement Agreement by and between Baptist Health System, Inc. and Charles W. Daniel dated January 1, 1998 as set out in Inst. #1999-7730, as amended by Inst. No. 2001-7233 recorded in the Probate Office of Shelby County, Alabama.
9. Easement to Shelby County, Alabama from Baptist Health System as set out by Inst. #1999-43304 in Probate Office of Shelby County, Alabama. However, there is excluded from this exception and this exception does not include that sixty-foot wide easement described in Parcel A of Exhibit A of the Statutory Warranty Deed dated October 1999 from Baptist Health System, Inc. to Shelby County, Alabama recorded as Inst. No. 1999-43304 in the Probate Office of Shelby County, Alabama, which said sixty-foot wide easement was subsequently abolished by Inst. #1999-07730 in the Probate Office of Shelby County, Alabama.
10. Reciprocal Easement Agreement dated August 5, 1999 by and between Baptist Health System, Inc. and Sportsfirst, Inc. as set out in Inst. #1999-33954 and amended in Inst. No. 2001-7233 in Probate Office of Shelby County, Alabama.
11. Permanent Easement Deed from The Crossroads at Greystone, LLC to Shelby County dated April 29, 2002, recorded July 30, 2002 as set out in Inst. #200207300000351680 in the Probate Office of Shelby County, Alabama.
12. Non-beneficial terms and provisions contained in the Declaration of Drainage Easement dated September 9, 2002 by The Crossroads at Greystone, LLC as recorded in Inst. #20020911000436080 in the Probate Office of Shelby County, Alabama.
13. Non-beneficial terms and provisions contained in the Declaration of Access Easement dated September 9, 2002 by The Crossroads at Greystone, LLC as recorded in Inst. #20020911000436080 in the Probate Office of Shelby County, Alabama.
14. The following matters as shown on record plat in Map Book 29 page 53 in Probate Office and as set out on the survey by Carl Daniel Moore dated August 5, 2002:
Lot 2A:
 - a) 50 foot front setback line U.S. Highway 280.
 - b) 30 foot rear setback line on Southerly side.
 - c) 15 foot side setback line on Westerly side.
 - d) 20 foot side setback line on Easterly side.
 - e) 5 foot and irregular access easement on Easterly side.
 - f) No parking spaces shall be allowed on the access road in the ingress and egress easement.
 - g) NOTE: Lot shall have no access to U.S. Highway 280.
 - h) Irregular Ingress and Egress Easement on the Southerly side.

- i) Encroachment of detention pond off the land on the northwesterly side.
- j) Encroachment of reinforced concrete pipe off of and onto the land.
- k) All easements on the map are for public utilities, sanitary sewers, storm sewers, storm ditches, and may be used for such purposes to serve the property both within and without the subdivision.

15. Declaration of Covenants, Restrictions and Easements dated as of August 21, 2003 by and among Crossroads at Greystone, LLC, Xpress Partners, LLC and Anucha Tiemkongkanchna, Maneesri Tiemkongkarn and Antinin Tiemkongkarn to be recorded in connection herewith.

TO HAVE AND TO HOLD the said Property unto the Grantee, their heirs, successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

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.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Statutory Warranty Deed as of the 21 day of August, 2003.

THE CROSSROADS AT GREYSTONE, LLC,
an Alabama limited liability company


By: Dantract, Inc., an Alabama corporation
Its: Manager

By: Charles W. Daniel
Charles W. Daniel, its President

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as President of Dantract, Inc., an Alabama corporation, as manager of The Crossroads at Greystone, LLC, an 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as manager of said limited liability company.

Given under my hand and official seal this the 21 day of August, 2003.



Notary Public

AFFIX SEAL

My commission expires: 8/27/05

EXHIBIT A

20030827000569310 Pg 5/5 249.00
Shelby Cnty Judge of Probate, AL
08/27/2003 09:49:00 FILED/CERTIFIED

DESCRIPTION OF REAL PROPERTY

The following described property situated in Shelby County, Alabama:

Parcel 1

Lot 2A, according to a Resurvey of Lots 1 and 2, The Crossroad at Greystone, as recorded in Map Book 29 page 53, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 2

All beneficial, non-exclusive easement rights set out in the Greystone Commercial Declaration of Covenants, Conditions and Restrictions recorded in Real Volume 314 page 506, amended by the 1st Amendment recorded as Inst. No. 1996-00531 and amended by the 2nd Amendment recorded as Inst. No. 1996-00532, and amended by the 3rd Amendment recorded as Inst. No. 2000-38942 all recorded in the Probate Office of Shelby County, Alabama.

Parcel 3

Non-exclusive easement rights for ingress and egress as set out in the Reciprocal Easement Agreement dated January 1st 1998 by and between Baptist Health System, Inc. and Dantract Inc. and Charles W. Daniel recorded in Inst. No. 1999-07730, amended by Inst. No. 2001-7233 in the Probate Office of Shelby County, Alabama.

Parcel 4

Non-exclusive drainage easement as set out in the Declaration of Drainage Easement dated September 9, 2002 by The Crossroads at Greystone, LLC and recorded as Inst. No. 20020911000436070 in the Probate Office of Shelby County, Alabama.

Parcel 5

Cross-Easement as to Lot 2-A, according to a Resurvey of Lots 1 and 2, The Crossroads at Greystone, as recorded in Map Book 29 page 53, in the Probate Office of Shelby County, Alabama, as set out in the Declaration of Access Easement dated September 9, 2002 by The Crossroads at Greystone, LLC and recorded as Inst. No. 20020911000436080 in the Probate Office of Shelby County, Alabama.