

PURCHASE PRICE = \$1,506,600.00

20051214000647300 1/4 \$1527.00
Shelby Cnty Judge of Probate, AL
12/14/2005 03:11:04PM FILED/CERT

10-15
1532
RETURN TO:
JOHN W. MONROE, JR.
EMMANUEL, SHEPPARD & CONDON
30 S. SPRING STREET
PENSACOLA, FL 32502
A0458-109174

Send Tax Notice To:
Edwards Specialties, Inc.
P.O. Box 2735
Huntsville, Alabama 35804

This instrument was prepared by:
Laurie Boston Sharp,
ATTORNEY AT LAW, LLC
P. O. Box 567
Birmingham, AL 35007

Warranty Deed

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF ONE MILLION FIVE HUNDRED SIX THOUSAND SIX HUNDRED N)/100 DOLLARS (\$1,506,600.00) paid to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **GNC, LLC**, an Alabama limited liability company (herein referred to as Grantor), does grant, bargain, sell and convey unto **EDWARDS SPECIALTIES, INC.**, an Alabama corporation (herein referred to as Grantee), the following described real estate (herein referred to as the Property), situated in the State of Alabama, County of Shelby, to-wit:

Lots 1 thru 39, inclusive; Lots 84, 85, 86, 87, and 88; Lots 90 thru 98, inclusive; and Lot 112, all according to the plat of Hidden Forest, as recorded in Map Book 35, Page 117, Document No. 20050913000473700 in the Probate Office of Shelby County, Alabama.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF GNC, LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

The above Property is conveyed subject to:

1. the lien of ad valorem and similar taxes for 2005 and subsequent years;
2. Matters such as, but not limited to, easements, building setback lines, right of ways, and limitations as to use as shown on the Record Map of Hidden Forest, as recorded in Map Book 35, Page 117, in the Office of the Judge of Probate of Shelby County, Alabama;
3. All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants for Hidden Forest, A Residential Subdivision, as recorded in Instrument #20051102000570720 in the Probate Office of Shelby County, Alabama;
4. Right of Way granted to Alabama Power Company by instrument recorded in Real

236, page 825 and Real 235, page 318 in the Probate Office of Shelby County, Alabama;

5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights;
6. Any and all matters of record; and
7. All matters that would be revealed by a current and accurate physical survey of the subject property.

Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Grantee accepts the Property in its present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures, now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future, soil and/or subsurface conditions, known or unknown, (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the members, agents and employees of Grantor; and (ii) any successors and assigns of Grantor. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

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

Grantor, for itself, its successors and assigns, does hereby and in consideration of the premises, warrant and will forever, defend the title to the above described and hereby granted premises unto the said **EDWARDS SPECIALTIES, INC**, an Alabama corporation, its successors and assigns, from and against itself, and all persons claiming or holding under it, the said Grantor, and also against the lawful claims or demands of all persons whomsoever, covenanting that it is seized in fee thereof; that it has good and lawful right to sell and convey the same, as aforesaid; that the same is free and clear of all encumbrances, except as specified above and herein.

7th IN WITNESS WHEREOF, the undersigned said Grantor, has executed this conveyance on this the
day of November, 2005.

GNC, LLC, an Alabama limited liability company

By: [Signature]
Kenneth R. Carter
ITS: Member

By: [Signature]
Donnie G. Norris
ITS: Member

By: [Signature]
Randy Goodwin
ITS: Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that KENNETH R. CARTER, DONNIE G. NORRIS and RANDY GOODWIN, whose names as Members of GNC, LLC, an Alabama limited liability company, 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 the conveyance, they, in their capacity as such Members and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of November, 2005.


[Signature]
NOTARY PUBLIC
My commission expires: 5-13-2008

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF INCORPORATION AND BY-LAWS OF EDWARDS SPECIALTIES, INC. AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions and waivers contained hereinabove and Grantee, its successors and assigns, hereby agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions and waivers.

EDWARDS SPECIALTIES, INC.
By: [Signature]
Aiden R. EDWARDS
ITS: President

STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ALDEN EDWARDS, INC, whose name as President of EDWARDS SPECIALTIES, INC, an Alabama corporation, 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, in his capacity as such President and with full authority, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 7th day of November, 2005.

NOTARY PUBLIC

My commission expires: 5-13-2008

Shelby County, AL 12/14/2005
State of Alabama

Deed Tax: \$1507.00