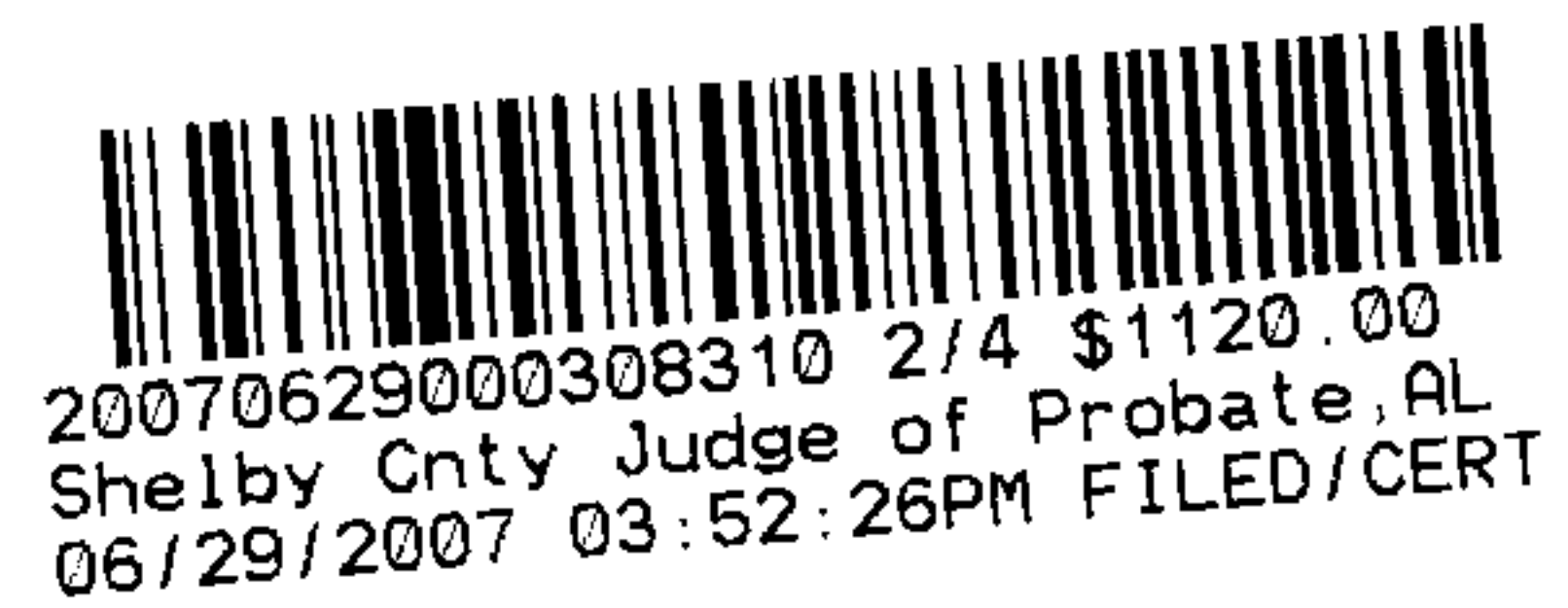


SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 28th day of June, 2007, from THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation, successor by merger to Jefferson-Pilot Life Insurance Company, a North Carolina corporation, having an office at 1300 South Clinton Street, P.O. Box 1110, Fort Wayne, Allen County, Indiana, 46801, Grantor, to FOREST SQUARE, LLC, an Alabama limited liability company, as to an undivided thirty percent (30%) interest, and TOWER CAPITAL, LLC, a California limited liability company, as to an undivided seventy percent (70%) interest, whose Post Office address is c/o Rabin Michael, 814 South Westgate Avenue, Suite 127, Los Angeles, California 90049, collectively, Grantee.

WITNESSETH, That Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, to it in hand paid by said Grantee, receipt and sufficiency whereof are hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the lot or parcel of land, lying and being in the County of Shelby, City of Alabaster, State of Alabama, described on Exhibit "A" attached hereto and made a part hereof.

Subject to any existing building and zoning laws or ordinances; any legal highways; any easements, restrictions and conditions of record; any easements or restrictions visible upon the ground; and any state of facts which an accurate survey



would disclose.

Subject to taxes assessed for the year 2007, and all taxes thereafter; and subject to all assessments, which taxes and assessments Grantee expressly assumes and agrees to pay. Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, or demand whatsoever, of the said Grantor, either in law or equity, of, in and to the above described premises.

Grantor, for itself, and its successors, does warrant and covenant to the said Grantee, its successors and assigns, only against its own acts, that it has not done or suffered to be done, any act or thing whereby the said premises hereby granted are, or may be, incumbered or charged, except as herein recited; and that it will so warrant and defend to Grantee, its successors and assigns.

Purchaser acknowledges and agrees that the property is being purchased in its "as is-where is" condition with no representations or warranties, expressed or implied, as to the physical or operating condition or existence of any personal property, the physical or operating condition or existence of any of the property, the improvements on the property, condition of the roof, any past or existing vermin infestation, condition of plumbing or electrical service, the structural integrity of any improvements or buildings or the status of any leases with respect to the property, other than as stated in this Special Warranty Deed.

IN TESTIMONY WHEREOF, The Lincoln National Life Insurance Company has caused these presents to be executed in its corporate name and its corporate seal to be

hereunto affixed by its proper officers, thereunto duly authorized, the day and year first
above written.

The Lincoln National Life Insurance Company

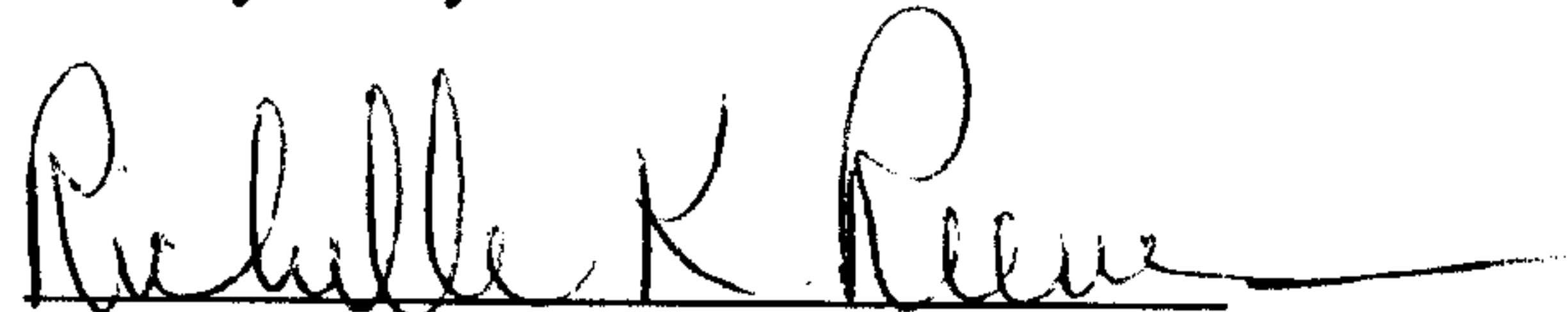
By: 
Dennis A. Blume, Vice President

Address of Grantee:
c/o Rabin Michael
814 South Westgate Avenue, Suite 127
Los Angeles, California 90049

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this 14th day of June, 2007, before me, Richelle K. Reeves qualified
acting Notary Public in and for said County and State, personally appeared Dennis A.
Blume, as Vice President of The Lincoln National Life Insurance Company, and
acknowledged to me that he subscribed the name of the corporation thereof to the within
and foregoing instrument in his official capacity and that the seal thereto attached is the
official seal of The Lincoln National Life Insurance Company and that said instrument
was executed and said seal affixed by authority of the Board of Directors of said
Company and that said instrument was executed as his free and voluntary act and deed,
individually and officially, and as the free and voluntary act and deed of said
corporation, for the uses, purposes, benefits, and consideration therein expressed.

WITNESS my hand and official seal the day and year last above written.



My Commission Expires:

(SEAL) **RICHELLE K. REEVES**
Notary Public
Resident of Allen County
My Commission Expires 03-19-2009

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the intersection of the South right of way line of 6th Avenue Southwest and the Easterly right of way line of the L&N Railroad line, thence run Southwesterly along said railroad right-of-way line a distance of 603.00 feet; thence 88 deg. 37 min. left, in a Southeasterly direction, a distance of 257.00 feet; thence 90 deg. right, in a Southwesterly direction, a distance of 15.00 feet; thence 90 deg. 04 min. 19 sec. left, in a Southeasterly direction, a distance of 187.28 feet to a point on the Northwesterly right of way line of Alabama Highway No. 119, said point being on a curve, having a radius of 1352.49 feet; thence 70 deg. 11 min. 08 sec. left to tangent of said curve, in a Northeasterly direction along the arc of said curve to the right and along said right of way line, a distance of 259.97 feet to end of said curve; thence 13 deg. 40 min. 48 sec. right from tangent of said curve, in a Northeasterly direction along said right of way line, a distance of 119.83 feet, thence 89 deg. 06 min. 48 sec. left, in a Northwesterly direction, a distance of 328.80 feet; thence 22 deg. 08 min. right, in a Northerly direction, a distance of 219.24 feet to a point on said South right of way line of 6th Avenue Southwest, thence 89 deg. 48 min. left, in a Westerly direction along said South right of way line, a distance of 365.68 feet to a point of beginning; being situated in Shelby County, Alabama.

Less and except:

A part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, and being more fully described as follows: Commencing at the northeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence west along the north line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 820 feet, more or less, to the present northwest right of way line of Alabama Highway #119 and the point of beginning of the property herein to be conveyed; thence southwesterly along said right of way line, a distance of 870 feet, more or less, to the southwest property line; thence northwesterly along said southwest property line, a distance of 50 feet, more or less, to a point that is 85 feet northwesterly of and at right angles to the centerline of Survey of Alabama Highway #119; thence northeasterly 85 feet northwesterly of and parallel with said centerline, a distance of 900 feet, more or less, to a point that is 85 feet northwesterly of and at right angles to said centerline at Station 551+00; thence northeasterly along a line (which, if extended, would intersect a point that is 65 feet northwesterly of and at right angles to the centerline of Relocated Alabama Highway #119 at Station 552+56.95), a distance of 120 feet more or less, to the northeast property line; thence southeasterly along said northeast property line, a distance of 20 feet, more or less, to the present northwest right of way line of Alabama Highway #119; thence southwesterly along said right of way line, a distance of 118 feet, more or less to the point of beginning, in the Probate Office of Shelby County, Alabama, being situated in Shelby.