

Following recording this instrument
should be returned to:

Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205
Attn: Tom Ansley

Send Duplicate Tax Notice to:

Barry Matthew Silver and Beth Ann
Rosenstein Silver, as Trustees
750 Lindaro Street, Suite 245
San Rafael, CA 94901

Property Address: 101 Super Center Drive, Calera, Alabama
Tax Parcel Number: 28-2-04-0-001-012.004 (Parcel 1)

SPECIAL WARRANTY DEED

THE STATE OF ALABAMA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

THAT ROB WOLF AND WIFE, JENNIFER L. WOLF ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee (as defined below), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto BARRY MATTHEW SILVER AND BETH ANN ROSENSTEIN SILVER, TRUSTEES OF THE SILVER FAMILY REVOCABLE TRUST DATED MAY 4, 2001 ("**Grantee**"), an undivided fifty percent (50%) interest in and to the real property situated in Shelby County, Alabama, which is described on Exhibit "A" attached hereto and incorporated herein by reference ("**Property**").

Grantor additionally has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, WITHOUT RECOURSE OR WARRANTY, OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN, an undivided fifty percent (50%) interest of Grantor's right, title and interest (if any) in and to all and singular all rights and appurtenances to the Property in anywise belonging including, but not limited to, appurtenant easements, adjacent roads, highways and rights-of-way, and any strips and gores adjacent to or lying between the Property and any adjacent real property.

This Special Warranty Deed (and title to the Property) is expressly made and accepted subject to the matters set forth on Exhibit "B" attached hereto and incorporated herein by reference ("**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and subject to the Permitted Exceptions.


THE PROPERTY IS HEREBY SOLD AND CONVEYED "AS IS, WHERE IS", AND WITHOUT ANY WARRANTIES OF ANY NATURE WHATSOEVER, EXPRESSED OR



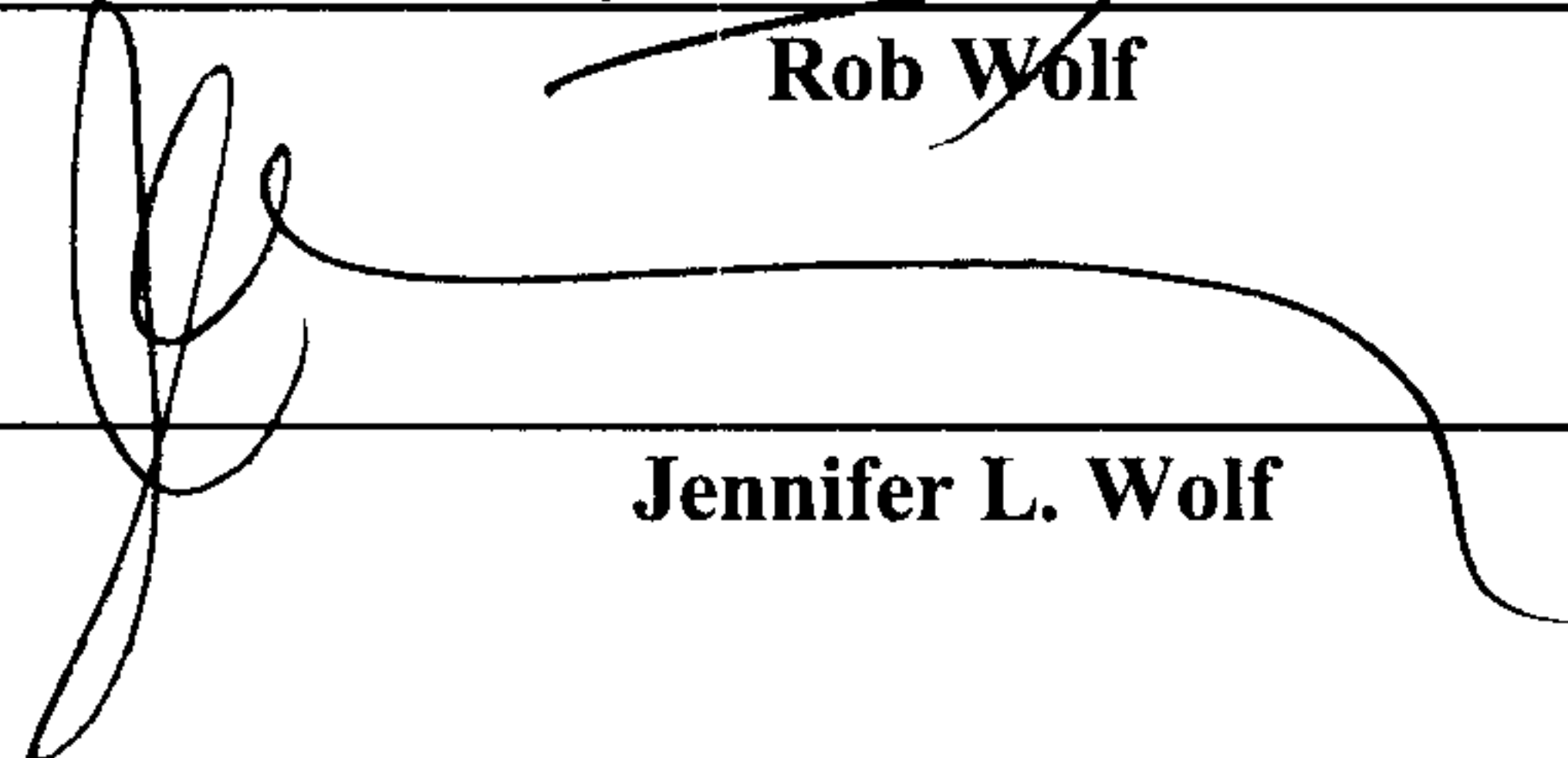
20080521000207730 2/6 \$332.00
Shelby Cnty Judge of Probate, AL
05/21/2008 01:59:25PM FILED/CERT

IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OF SALE BETWEEN SELLER AND PURCHASER, IT BEING THE INTENTION OF SELLER AND PURCHASER TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY, AND ALL OTHER WARRANTIES WHATSOEVER.

EXECUTED to be effective as of May 16, 2008.



Rob Wolf



Jennifer L. Wolf

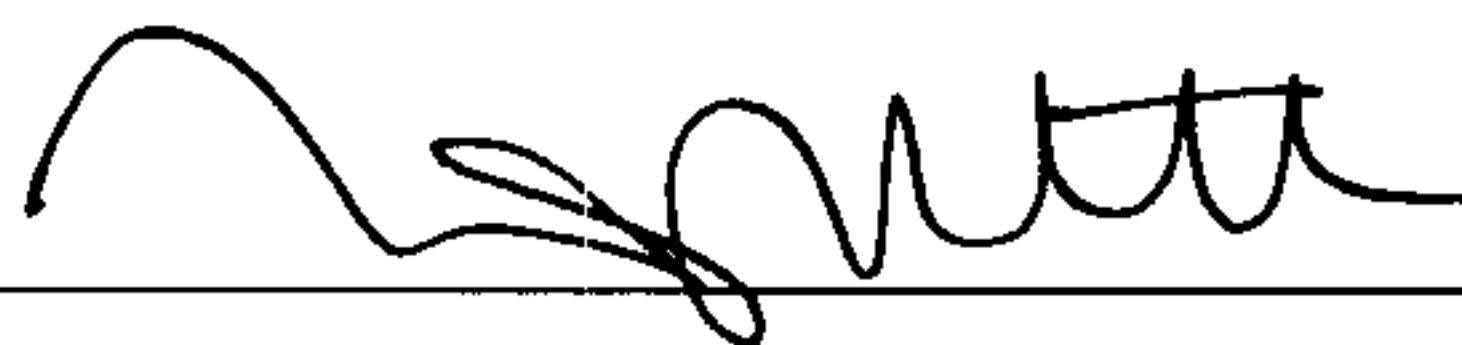
State of California)

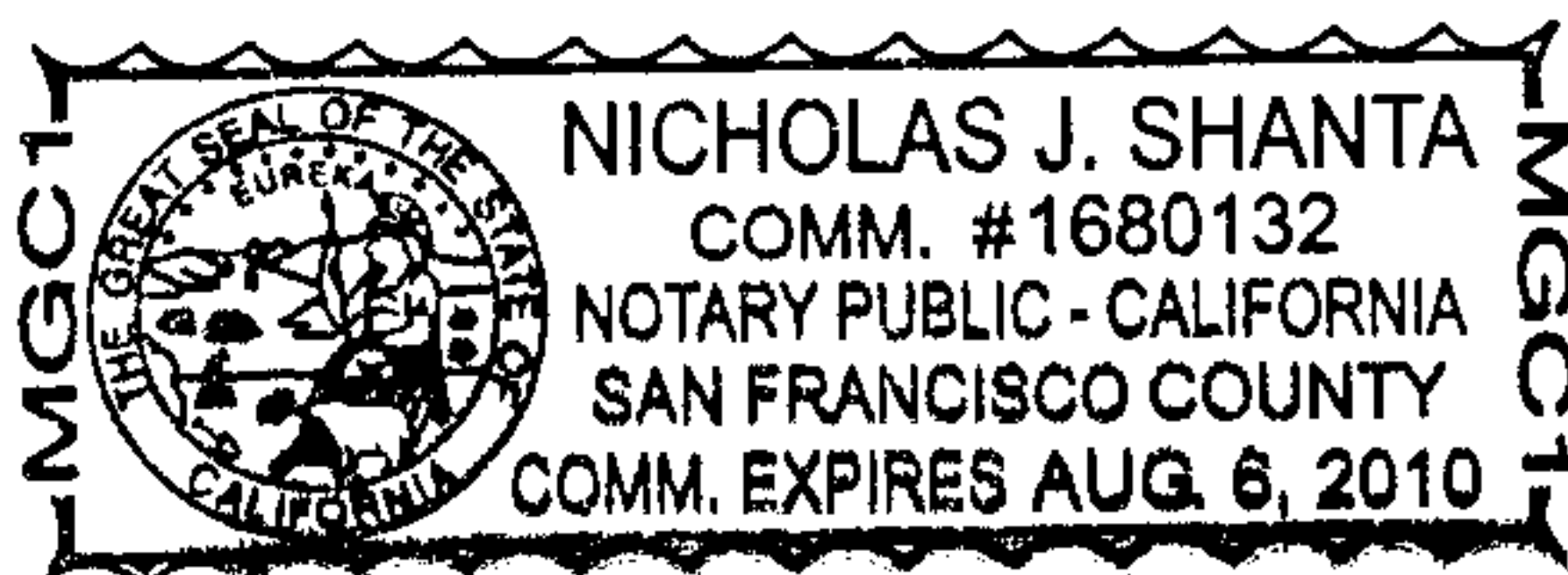
County of San Francisco)

On May 16, 2008 before me, Nicholas J. Shanta, a Notary Public, personally appeared **Rob Wolf and wife, Jennifer L. Wolf**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature





FOR NOTARY STAMP

Exhibit A

PARCEL 1:

Lot 4A, according to Baker Seafood, Inc. Resurvey being a resurvey of Lots 4 and 5, Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, page 117) as recorded in Map Book 31, page 92, in the Office of the Judge of Probate of Shelby County, Alabama, also being situated in the Northwest quarter of the Southeast quarter of Section 4, Township 22 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at a point at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02° 06' 24" West along the West line of said quarter, for a distance of 512.99 feet to a point; thence run South 89° 47' 07" East for a distance of 1036.65 feet to a point on the West right of way margin of Highway 31; thence run South 10° 16' 53" East along said right of way margin for a distance of 386.25 feet to an iron pin, said point being the True Point of Beginning; thence continue South 16° 16' 53" East along said right of way margin for a distance of 80.23 feet to an iron pin; thence run South 79° 34' 19" West along said right of way margin for a distance of 49.72 feet to an iron pin, said point being the point of a curve to the right having a radius of 854.81 feet and an arc distance of 83.80 feet; thence run along said curve to the right and along said right of way margin a chord bearing of South 07° 31' 03" East and a chord distance of 83.76 feet to an iron pin; thence run North 89° 39' 17" West for a distance of 188.73 feet to an iron pin; thence run North 00° 22' 34" East for a distance of 111.08 feet to an iron pin, said point being the point of a curve to the right having a radius of 43.50 feet and an arc distance of 60.24 feet; thence run along said curve to the right a chord bearing of North 40° 02' 50" East and a chord distance of 55.54 feet to an iron pin; thence run North 79° 43' 07" East for a distance of 120.73 feet to an iron pin; thence run South 10° 16' 53" East for a distance of 5.00 feet to an iron pin; thence run North 79° 43' 07" East for a distance of 40.25 feet to an iron pin; thence run South 65° 30' 48" East for a distance of 18.21 feet to a point and back to the True Point of Beginning.

PARCEL II:

Together with an non-exclusive access easement as conveyed to Baker Seafood, Inc., on May 29, 2001 and recorded in Instrument Number 2001-25731, including ingress and egress across the following described property line description of 25 feet ingress and egress easement:

Commence at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 North, Range 2 West, Shelby County, Alabama; thence North 02° 06' 24" West 512.99 feet; thence South 89° 47' 07" East 1036.65 feet; thence South 10° 16' 53" East 396.25 feet to the Westerly margin of U.S. Highway 31; thence continue along said road South 10° 16' 53" East 80.24 feet; thence continue along said right of way South 79° 34' 19" West 49.72 feet; thence continue along said right of way on a curve said curve concave to the West having a radius of 854.82 feet along a chord bearing and distance of South 02° 26' 38" East for a chord distance of 234.44 feet to the beginning of a 25 feet ingress, egress easement; thence leaving said right of way along a curve said curve concave to the South having a radius of 121.50 feet along a chord bearing North 79° 08' 51" West for a distance of 44.19 feet; thence North 89° 37' 26" West 121.82 feet to the beginning of a curve said curve concave to the Northeast having a radius of 23.50 feet along a chord bearing North 44° 37' 26" West a chord distance of 33.23 feet; thence North 00° 23' 01" East 230.63 feet to the beginning of a curve said curve concave to the Southeast having a radius of 43.50 feet on a chord bearing North 40° 02' 50" East a chord distance of 55.54 feet; thence North 79° 43' 07" East 120.73 feet; thence South 10° 16' 53" East 5.0 feet; thence North 79° 43' 07" East 40.25 feet; thence South 65° 30' 48" East 18.21 feet to the point of beginning, said easement

being 25 feet left of the above described line being a 25 foot ingress and egress easement; being situated in Shelby County, Alabama.

PARCEL III:

Together with a non-exclusive easement for the benefit of Parcel I for the purpose of ingress & egress as created by that certain access easement between Wal-Mart Real Estate Business Trust and P&N Calera, L.L.C., dated January 30, 2001 and recorded February 9, 2001 under Instrument Number 2001-04817, over, under and across the following described property:

A parcel of land for ingress and egress situated in the Southwest quarter of the Northeast quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence North 02° 06' 24" West along the West line of said quarter for a distance of 512.99 feet; thence leaving said quarter line, run South 89° 47' 07" East for a distance of 1036.65 feet to the Westerly right of way of Highway 31 (right of way width 100 feet); said point also being the Northeast corner of Lot 3 according to Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, page 117, in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 10° 16' 53" East, along the West boundary of said Lot 3, for a distance of 284.08 feet to the Southeast corner of said Lot 3; said point also being the point of beginning; thence leaving said Lot 3, continue South 10° 16' 53" East for a distance of 102.17 feet to the Northeast corner of Lot 4 of said Wal-Mart Supercenter #3271 Subdivision; thence North 65° 30' 48" West along the North line of said Lot 4, for a distance of 18.21 feet; thence run South 79° 43' 07" West along the North line of said Lot 4, for a distance of 40.28 feet; thence run North 10° 16' 53" West along the North line of said Lot 4, for a distance of 5.00 feet; thence run South 79° 43' 07" West along the North line of said Lot 4, for a distance of 120.73 feet to the point of curvature of a curve to the left having a radius of 43.50 feet, a central angle of 79° 20' 33" a chord length of 55.54 feet and a chord bearing of South 40° 02' 05" West; thence continue along the arc of said curve for a distance of 60.24 feet to the point of tangency of said curve; thence run South 00° 22' 34" West along the West boundary line of Lot 4, Lot 5, and Lot 6, for a distance of 576.95 feet to the Southwest corner of Lot 6, said point also being on the North boundary line of Lot 2 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 89° 37' 26" West along the North boundary line of said Lot 2, for a distance of 696.60 feet; thence run South 37° 41' 38" West along the North boundary line of said Lot 2, for a distance of 42.10 feet; thence run North 89° 37' 26" West along the North boundary line of said Lot 2, for a distance of 99.54 feet to the Northerly right of way line of I-65 (right of way width varies); thence run North 52° 34' 36" West along said right of way, for a distance of 38.56 feet to the Southwest corner of Lot 1 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 02° 06' 24" West along the West boundary line of said Lot 1, for a distance of 41.81 feet; thence leaving said West line, run South 89° 37' 26" East for a distance of 99.94 feet; thence run North 37° 41' 38" East for a distance of 42.10 feet; thence run South 89° 37' 26" East for a distance of 693.78 feet; thence run North 00° 22' 34" East for a distance of 619.79 feet; thence run North 79° 43' 07" East along the South boundary line of said Lot 3, for a distance of 213.93 feet; thence run North 52° 46' 38" East along the South boundary line of said Lot 3, for a distance of 21.59 feet to the point of beginning.

PARCEL IV:

Together with an easement for utilities in the Declaration of Easement dated June 13, 2003 by Baker Seafood, Inc. recorded June 19, 2003 as Instrument Number 20030619000384230.

Exhibit B

1. Ad Valorem Taxes for 2008 and all subsequent years not yet due or payable.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Disclaimer of easements by Alabama Power Company recorded under Instrument Number 2003052900033840. (Parcel I)
4. Release of easement as recorded under Instrument Number 2003052900033850. (Parcel I)
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto. (Parcels I, II, III & IV)

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of physical damage to improvements existing on the land at the date of policy or constructed thereon in good faith thereafter, resulting from the exercise subsequent to the date of policy and without the consent of the surface owner and/or mortgagee of any right to use the surface of the land for the extraction from the land of the minerals referred to in the above exception.

6. Easement(s)/Right(s) of Way granted Alabama Power Company recorded under Instrument Number 20040206000061870 and Instrument Number 20020821000398790. (Parcels I, II & IV)
7. Rights of others in and to the use of Access Easement by and between Wal-Mart Real Estate Business Trust and P&N Calera L.L.C. as recorded under Instrument Number 2001-04817. (Parcels II, III & IV)
8. Rights of others in and to the use of Access Easement by and between Wal-Mart Real Estate Business Trust and Baker Seafood, Inc. as recorded under Instrument Number 20010621000257311. (Parcels I, II & IV)
9. Memorandum of Lease by and between Tacalera, LLC (landlord) and South Tacala, LLC (tenant) as recorded under Instrument Number 20030616000374580. (Parcels II & IV)
10. Covenants, conditions and restrictions as shown in Deed as recorded under Instrument Number 2001-25730. (Parcels I, II & IV)
11. Rights of others in and to the use of Declaration of easement by and between Baker Seafood, Inc. and Tacalera, LLC recorded under Instrument Number 20030619000384230. (Parcels I, II & IV)
12. Sanitary Sewer Easement shown on map of Wal-Mart Supercenter 3271 Subdivision as recorded in Map Book 27, page 117 and Map Book 31, page 92.
13. An amendment to an existing easement in two parts, for the construction, operation and maintenance of a gas line by the City of Calera as recorded under Instrument Number 1997-13087. (Parcels I, II, III & IV)
14. Conditions and restrictions contained in that certain Corporation Warranty Deed from Wal-Mart Stores East, Inc. and P&N Calera L.L.C. as recorded under Instrument Number 2001-04813. (Parcel III)

Note; Restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state and federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

15. Easements and building lines as shown on record map(s). (As to Parcels I, II, III & IV).

16.Mortgage by Rob Wolf and Jennifer Wolf, husband and wife,, as joint tenants, as to an undivided 68.39% interest and Jerry ONO, Trustee of the Jerry ONO 2004 Living Trust, dated March 3, 2004, as to an undivided 31.61% interest, all as tenants in common to La Jolla Bank, FSB, in the mount of \$846,459.00, dated March 30, 2006, filed for record on June 5, 2006, at 1:05 p.m. under Instrument Number 20060605000263720, in the Office of the Judge of Probate of Shelby County, Alabama.

17.Assignment of Rents by and between Rob Wolf and Jennifer Wolf, husband and wife, as joint tenants, as to an undivided 68.39% interest, and Jerry ONO, Trustee of the Jerry ONO 2004 Living Trust, dated March 3, 2004 as to an undivided 31.61% interest, all as tenants in common and La Jolla Bank, dated March 30, 2006, filed for record on June 5, 2006, under Instrument Number 20060605000263730.

18.Uniform Commercial Code Financing Statement between Rob Wolf and Jennifer Wolf, and the Jerry ONO 2004 Living Trust, dated March 3, 2004 and La Jolla Bank, FSB as secured party, filed for record June 5, 2006 under Instrument No. 20060605000263750.

19.Memorandum of Lease by and between Captain D'S, LLC, a Delaware limited liability company and CNL Net Lease Funding 2003, LLC, a Delaware limited liability company, dated August 15, 2005 and recorded under Instrument Number 20050819000428680.

20.Assignment and Assumption of Lease by and between CNL Net Lease Funding 2003, LLC (Assignor) and Rob Wolf and Jennifer L. Wolf, husband and wife, as Joint Tenants, as to an undivided 68.39% interest and Jerry Ono, as Trustee of the Jerry Ono 2004 Living Trust dated March 3, 2004, as to an undivided 31.61% interest, all as tenants in common (Assignee); dated December 30, 2005 under Instrument Number 20060110000017090 and Assignment and Assumption of Lease by and between Rob Wolf and Jennifer L. Wolf (Assignor) and as to an undivided 50.00% interest to Barry Matthew Silver and Beth Ann Silver, Trustees of the Silver Trust Revocable Trust dated May 4, 2001. (Assignee) and Captain D's LLC (as tenant).

NOTE: The Lien of said Lease was subordinated to the Lien of the Mortgage recorded under Instrument No. 20060605000263720 by Subordination, Non-Disturbance and Attornment Agreement, dated May 2, 2006 and recorded under Instrument Number 20060605000263740.

21.Rights of others in and to the use of said easements insured herein.