

THIS INSTRUMENT PREPARED BY:

Randolph H. Lanier
Balch & Bingham LLP
P. O. Box 306
Birmingham, Alabama 35201

SEND TAX NOTICE TO:

Church of the Highlands, Inc.
4700 Highlands Way
Birmingham, Alabama 35210-4454
Attention: Mr. Ronnie Bennett

STATE OF ALABAMA

SPECIAL WARRANTY DEED

COUNTY OF SHELBY

value 4,100,000.00

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, in hand paid by **CHURCH OF THE HIGHLANDS, INC. ("Grantee")** to **PINNACLE LEE BRANCH HOLDINGS LLC**, an Alabama limited liability company ("**Grantor**"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee, the following described real estate situated in Shelby County, Alabama, and the improvements situated thereon, and together with all of Grantors' right, title and interest in and to any rights, benefits, privileges, leases, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto (collectively, the "**Property**"), to wit:

Parcels 4A, 5A, 6, 7, 8, 9, 10, and 11, according to the 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, Page 58, in the Probate Office of Shelby County, Alabama.

ALSO:

Parcel 1B, according to the Resubdivision of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama.

ALSO:

The private common areas (located between Parcels 5A and 7 and between Parcels 6 and 8), and the private roadway known as "Lee Branch Lane", all as described or shown on the plat or map entitled "1st Revision of the Amended Map of Lee Branch Corporate Center", as recorded in Map Book 28, Page 58, in the Probate Office of Shelby County, Alabama.

This conveyance of the Property is subject to the following:

1. Ad valorem taxes for 2012 and subsequent years, not yet due and payable.
2. Mineral and mining rights not owned by Grantor.

Shelby County, AL 12/29/2011
State of Alabama
Deed Tax: \$600.00

3. Restrictions appearing of record in Map Book 8, Page 106 and Instrument # 2000-5486, and amended in Instrument # 20060705000319340, as further amended by Amendment No. 2 recorded as Instrument # 20111222000388600, and as further amended by Amendment No. 3 recorded contemporaneously herewith.
4. 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 as recorded in Volume 149, Page 1.
5. Right of way to Alabama Power Company as set out in instrument(s) recorded in Volume 109, Page 502.
6. On-site Sewage Disposal System Agreement as recorded in Instrument # 1998-16516.
7. Agreement in regard to sanitary sewer system as set out in Instrument # 20050225000090070.
8. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument # 20040629000355320.
9. Rights of utilities, if any, regarding the Declaration of Vacation of Public Easement, as recorded in Instrument # 2000-2083; Instrument # 2001-19333; Instrument # 2001-23670; and Instrument # 2000-4549.
10. Notes, easements, restrictions and setback lines as shown on maps recorded in Map Book 28, Page 58 and Map Book 30, Page 132. Rights of others in and to the use of Lee Branch Lane.
11. Denial of access to AL Highway 119, as set forth in maps recorded in Map Book 28, Page 58 and Map Book 30, Page 132.
12. Assignment of Development Rights by AIG Baker Lee Branch, LLC to Pinnacle Lee Branch Holdings, LLC, as recorded in Instrument # 20111222000388590, and further assigned by Pinnacle Lee Branch Holdings, LLC to Church of the Highlands, Inc. by instrument recorded contemporaneously herewith.
13. Easements, restrictions, reservations, rights-of-way and agreements of record.
14. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property, including encroachment of basketball court into the 20' easement and also onto Parcel 10, as shown on the ALTA/ACSM Land Title survey by Gonzalez-Strength & Associates, Inc. dated November 29, 2011..
15. Any applicable zoning ordinances.



20111229000395910 3/4 \$621.00
Shelby Cnty Judge of Probate, AL
12/29/2011 02:30:49 PM FILED/CERT

EXCEPT AS TO WARRANTIES OF TITLE EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GRANTEE IS PURCHASING THE PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY FROM OR ON BEHALF OF THE GRANTOR.

EXCEPT AS TO WARRANTIES OF TITLE EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OF PURPOSE, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, AND (iv) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

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

And the Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor is lawfully seized of the above described Property, that Grantor has good right, full power and lawful authority to convey the Property, that the Grantee may peaceably and quietly enjoy and possess the Property, and that the Property is free from encumbrances made by the Grantor, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

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IN WITNESS WHEREOF, the said Grantor, by its duly authorized officer, has caused this conveyance to be executed effective as of the 21st day of December, 2011.

WITNESS:

**PINNACLE LEE BRANCH
HOLDINGS LLC,**
an Alabama limited liability company

By: **P. I. HOLDINGS NO. 1, INC.,**
a Texas corporation,
its sole member

Gail Sloan

By: Matthew Hickey
Name: MATTHEW HICKEY

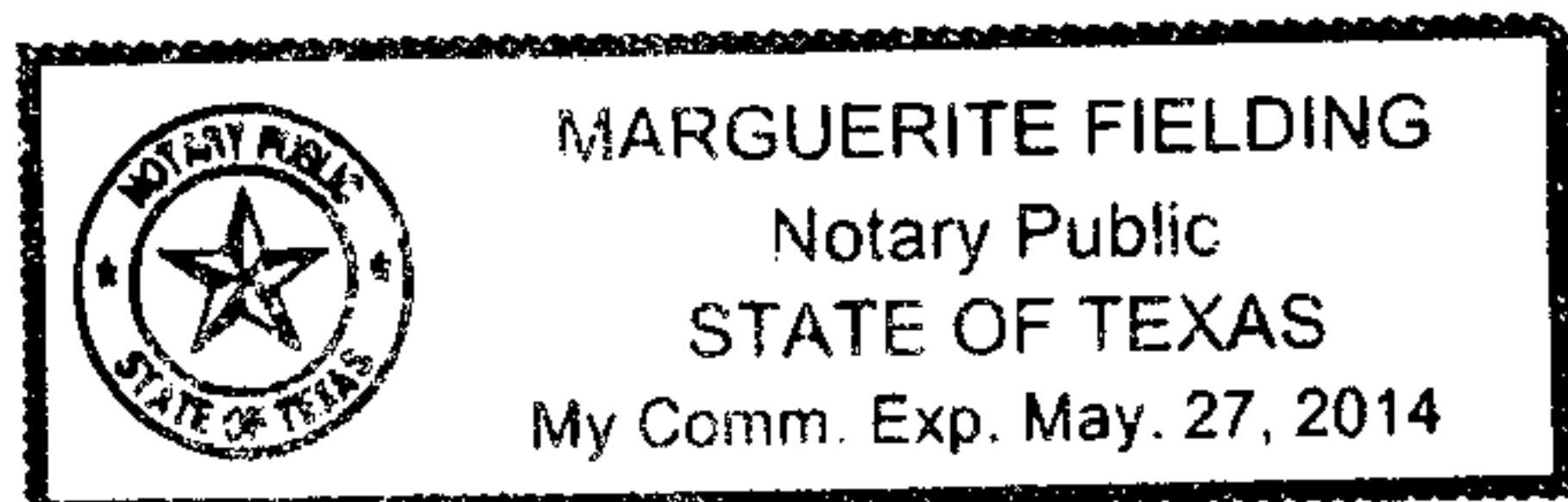
Title: Vice President

STATE OF TEXAS

COUNTY OF DALLAS

I, the undersigned notary public in and for said county in said state, hereby certify that MATTHEW HICKEY, whose name as Vice President of **P. I. Holdings No. 1, Inc.**, a Texas corporation, as the sole member of **PINNACLE LEE BRANCH HOLDINGS 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 such instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation, as the sole member of said limited liability company.

Given under my hand and official seal this 21st day of December, 2011.



Marguerite Fielding
Notary Public

[Notarial Seal]

My Commission Expires: _____