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Shelby Cnty Judge of Probate, AL
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SPECIAL WARRANTY DEED

WELLS FARGO BANK N.A., AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF BANC OF AMERICA COMMERCIAL MORTGAGE INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-5 ("Grantor"), for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) cash and other good and valuable consideration to it paid by 2111 PARKWAY OFFICE CIRCLE L.L.C., an Alabama limited liability company ("Grantee"), whose mailing address is 2707 Hwy. 52, Helena, Alabama 35080, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("Land") described in Exhibit "A" hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "Property").

This conveyance is given and accepted subject to the permitted exceptions set forth on Exhibit "B" hereto and to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "Permitted Exceptions").


Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2012 and subsequent years; there having been a proper proration of same between Grantor and Grantee.

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

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT

HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS SPECIAL WARRANTY DEED, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

[SIGNATURE ON FOLLOWING PAGE]



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ALABAMA – RIVER PLACE OFFICE – PAGE 3
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EXHIBIT "A"

Land Description

A tract of land situated in the Northeast quarter of the Southeast quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of Southeast quarter of Section 19, Township 19 South, Range 2 West; thence North along the East line of said Section 283.46 feet; thence 90 degrees 00 minutes 00 seconds left 729.70 feet to a point on the West right of way line of Parkway Office Circle, and also the point of beginning; thence 40 degrees 23 minutes 12 seconds left leaving said right of way line 262.29 feet; thence 30 degrees 38 minutes 09 seconds right 303.59 feet; thence 92 degrees 43 minutes 07 seconds right 328.01 feet; thence 82 degrees 20 minutes 48 seconds right 495.17 feet to the West right of way line of Parkway Office Circle; thence 95 degrees 48 minutes 12 seconds right 89.70 feet along said right of way line to the beginning of a curve to the left, said curve having a central angle of 18 degrees 34 minutes 36 seconds and a radius of 460.00 feet; thence along the arc of said curve and said right of way 149.14 feet to the point of beginning; situated, lying and being in Shelby County, Alabama.




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EXHIBIT "B"

Permitted Exceptions

1. All general and special real property taxes and assessments not yet due and payable.
2. Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any, including without limitation utility or municipal easements as presently installed.
3. The standard exceptions in the printed form of ALTA Standard Coverage Owner's Title Insurance Policy and any other exceptions or other matters contained or disclosed in the preliminary title report or commitment with respect to the Property.
4. Any statement of facts an accurate survey and/or a personal inspection of the Property may disclose, including but not limited to any encroachments.
5. Any laws, regulations, ordinances (including, but not limited to zoning, historic preservation, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, including but not limited to any disclosure and/or report required by ordinance.
6. Prior grants, reservations, exceptions or leases of coal, oil, gas or other minerals.
7. Any other matter for which the title insurance company, which insures Grantee's title to the Property, agrees to provide insurance at no additional cost to Grantee or to endorse over at Grantee's cost.
8. Rights of existing tenants and/or occupants of the Property, if any.
9. Any mining or mineral rights leased, granted or retained by current or prior owners.
10. Transmission line permits to Alabama Power Company as recorded in Deed Book 310, Page 595, and Book 52, Page 128.
11. Easement(s), Right(s) of Way granted South Central Bell Telephone Company as recorded in Book 153, Page 536.
12. Restrictions appearing of record in Book 327, Page 754, and change-of-use agreement recorded in Book 284, Page 44.
13. Restrictions and provisions as set forth in an agreement with Blue Cross & Blue Shield as recorded in Misc. Book 19, Page 690; modified in Misc. Book 43, Page 82, and Real 16, Page 64.
14. Agreement with Alabama Power Company as recorded in Misc. Book 15, Page 401.
15. Declaration of Protective Covenants in Misc. Book 13, Page 50, amended in Misc. Book 15, Page 189 and Misc. Book 19, Page 633.


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