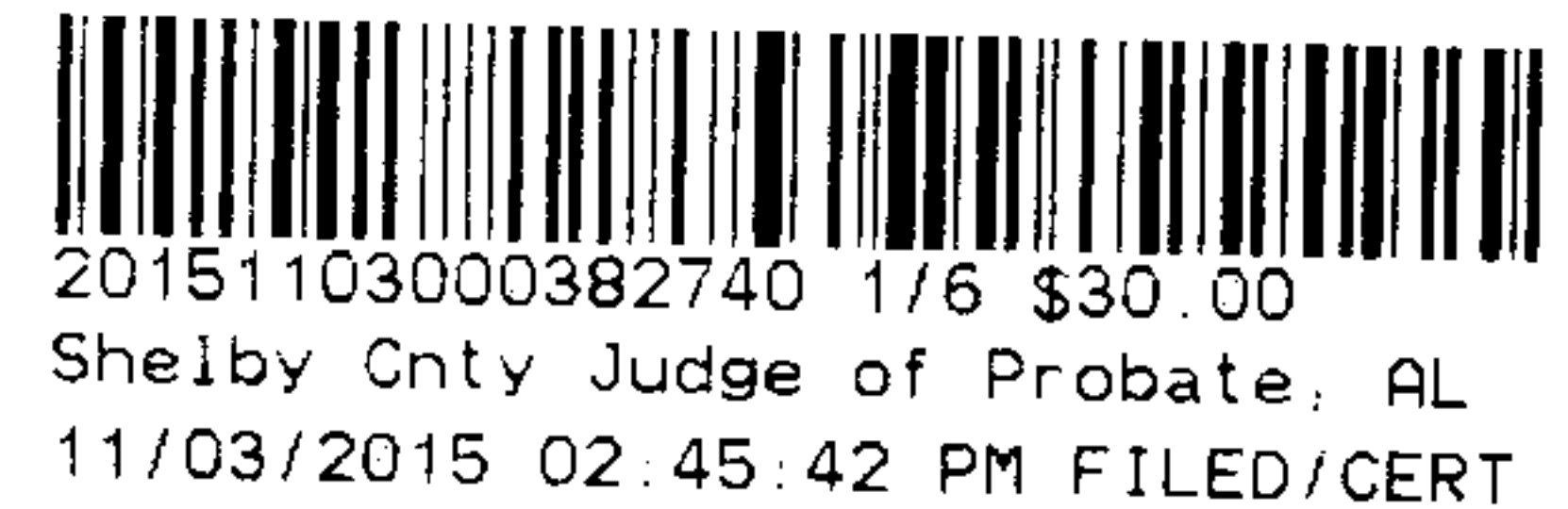


STATE OF ALABAMA)
)
SHELBY COUNTY)

NOTE TO PROBATE COURT: All of the consideration was paid with the proceeds of a purchase money mortgage recorded simultaneously herewith.

STATUTORY WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS that in consideration of **Four Million Five Hundred Thousand & NO/100 Dollars (\$4,500,000.00)** to the undersigned grantor, in hand paid by the grantee herein, and other good and valuable consideration, the receipt whereof is acknowledged, **Samford University**, an Alabama non-profit corporation (herein referred to as "Grantor"), grants, bargains, sells and conveys unto **SB Dev. Corp.**, an Alabama corporation (herein referred to as "Grantee"), the following described real estate, situated in Shelby County, Alabama to wit:

See Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said property.

SUBJECT TO AND EXCEPT FOR:

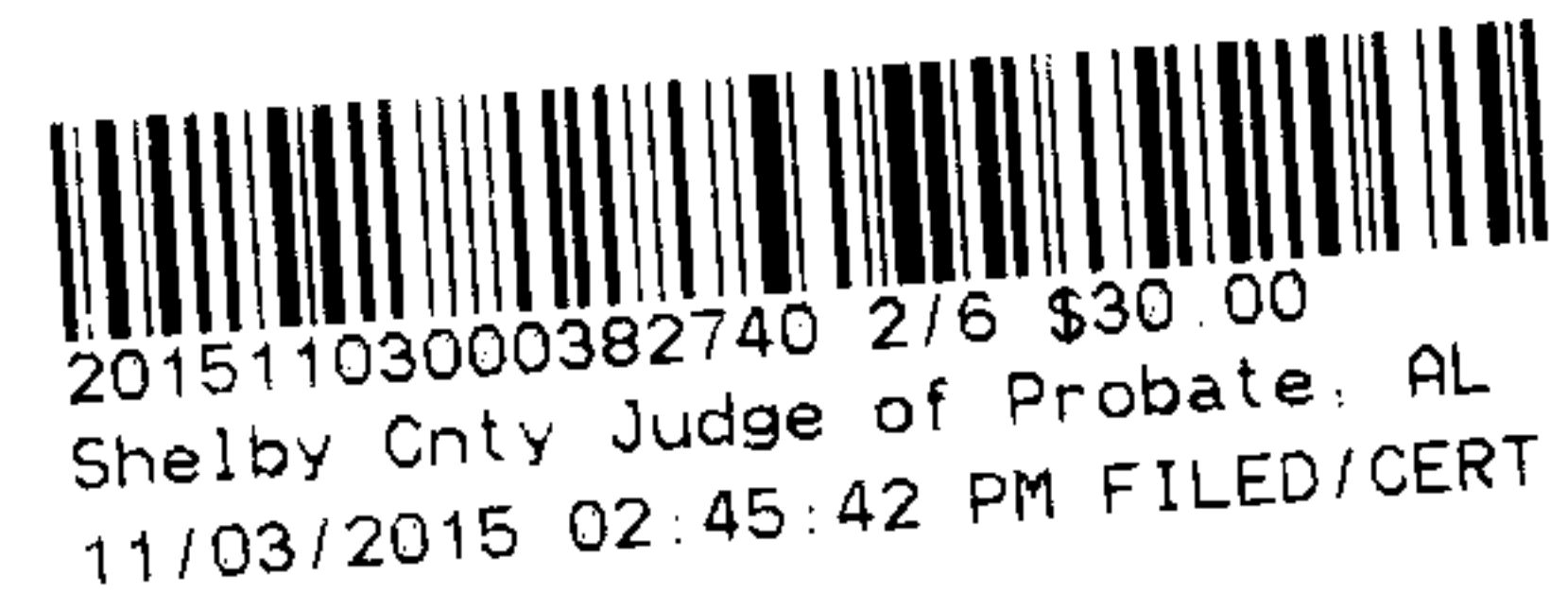
1. Ad Valorem Taxes for the current tax year, and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto not owned by the Grantor.
3. All matters that would be disclosed by a current survey and inspection of the Property.
4. Riparian rights incident to the premises.
5. Title to that portion of the property within any road right-of-ways.
6. Lack of right-of-access to and from the land. (Parcel IV)
7. Right-of-way granted to Alabama Power Company recorded in Volume 338, Page 636 and Volume 340, Page 23.
8. Amended and Restated Restrictive Covenants between Dantract, Inc., Daniel Oak Mountain limited partnership, Harry and Jane Brock, et al, dated November 3, 1989 and recorded in Real 265, Page 96, amending restrictions recorded in Misc.

Book 12, Page 845 as amended in Misc. Book 15, Page 844 and Misc. Book 12, Page 852 as amended in Misc. Book 15, Page 840.

9. Covenant and agreement for Water Service as recorded in Real 235, Page 574.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever. The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, will warrant and defend the above described real estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through or under the Grantor, but not further or otherwise.

Remainder of page left intentionally blank.



IN WITNESS WHEREOF, the said Grantor by its Vice President for Business and Financial Affairs, Harry B. Brock, III, who is authorized to execute this conveyance, has executed this instrument, this the 2nd of November, 2015.

20151103000382740 3/6 \$30.00
Shelby Cnty Judge of Probate, AL
11/03/2015 02:45:42 PM FILED/CERT

Samford University

By: [Signature]
Name: Harry B. Brock, III
Title: Vice President for Business & Financial Affairs

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, this 2 day of November, 2015.

[Signature] (Seal)
As VP

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harry **B. Brock, III**, whose name as the Vice President for Business and Financial Affairs of **Samford University** 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 the instrument, he, as such officer and with full authority, executed the same voluntarily.

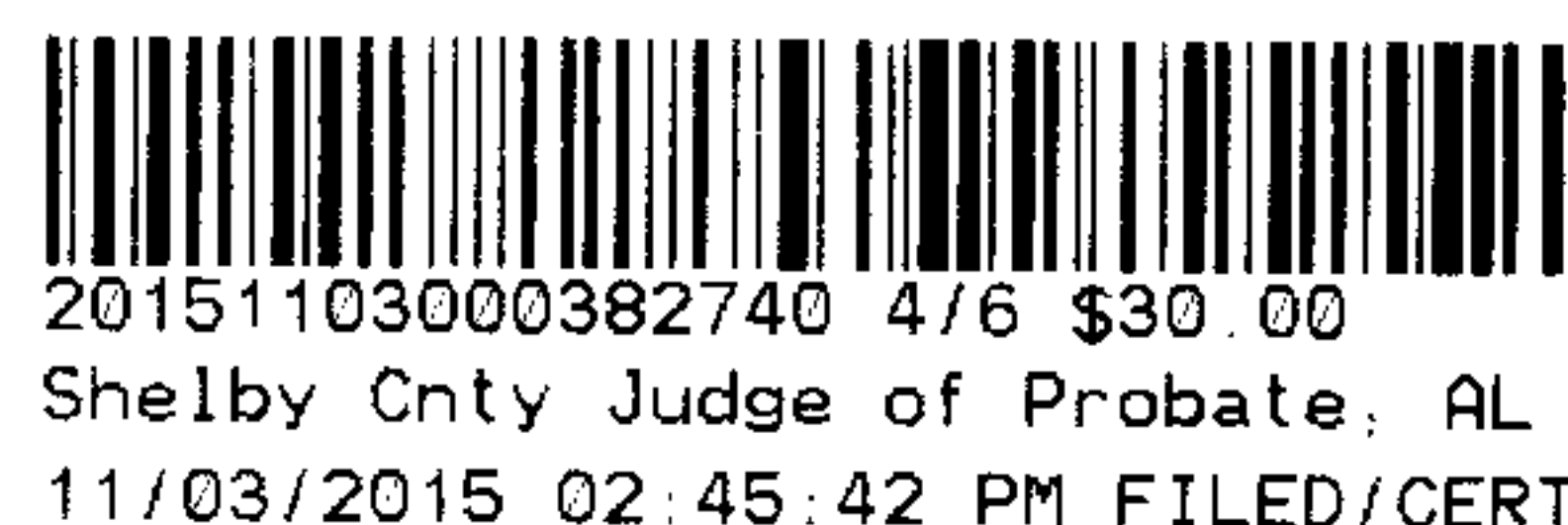
Given under my hand this 2nd day of November, 2015.

[Signature]
Notary Public
My Commission Expires: 12/16/16

This instrument was prepared by:
James E. Vann
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205
(205) 930-5484

SEND TAX NOTICE TO:
SB Dev. Corp.
3545 Market Street
Hoover, AL 35226

Exhibit A



Parcel I:

To locate the point of beginning commence at the northwest corner of Section 26, Township 18 South, Range 1 West Shelby County, Alabama; thence S 02° 35' 21" W a distance of 1538.16 feet to a point; thence S 02° 34' 44" W a distance of 1049.65 feet to a point, thence S 02° 37' 01" W a distance of 265.36 feet to the point of beginning, said point being on the south line of Harry B. Broth, Jr. property, thence S 88° 23' 50" E a distance of 1149.08 feet to a point, thence N 37° 46' 30" E a distance of 694.96 feet to a point, thence N 37° 46' 30" E a distance of 425.00 feet to a point; thence N 37° 46' 30" E a distance of 191.42 feet to a point thence N 34° 57' 26" W a distance of 52.78 feet to a point; thence N 00° 36' 72" W a distance of 93.80 feet to a point, thence N 52° 13' 30" W a distance of 671.96 feet to a point thence N 59° 57' 24" W a distance of 607.97 to a point; thence N 59° 67' 24" W a distance of 204.52 feet to a point; Thence N 82° 07' 34" W a distance of 466.16 feet to a point; thence S 43° 34' 23" W a distance of 938.46 feet to a point, thence S 00° 00' 27" E a distance of 94.68 feet to a point; thence S 00° 00' 28" E a distance of 1096.51 feet to a point; thence S 41° 05' 54" E a distance of 199.93 feet to a point; thence S 89° 32' 49" E a distance of 289.24 feet to a point which is the point of beginning.

Less and except the following described parcel:

A parcel of land situated in the Northwest Quarter and the Southwest Quarter of Section 26, Township 18 South, Range 1 West, described as commencing at the Northwest corner of said Section 26, thence run South along the West boundary of said Section 26 for a distance of 2517.33 feet, left 90° 00' 00" and run East for 98.02 feet to an iron pin set and the point of beginning of the parcel herein described; thence left 69° 43' 46" and run thence Northeast for a distance of 168.59 feet to an iron pin set; thence right 44° 19' 06" and run Northeast for a distance of 306.98 feet; thence right 40° 52' 06" and run in a Southeast for a distance of 363.40 feet to an iron pin set; thence right 94° 00' 21" and run Southwest for a distance of 123.83 feet to an iron pin set; thence right 24° 04' 35" and run Southwest for a distance of 509.04 feet to an iron pin set; thence right 79° 13' 57" and run Northwest for a distance of 276.77 feet to an iron pin set; thence right 34° 00' 28" and run Northwest for a distance of 155.52 feet to the point of beginning.

Parcel II:


To locate the point of beginning commence at the northwest corner of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama; thence S 01° 37' 07" W on the west boundary of said section a distance of 2853.29 feet to the point of beginning; said point being on the south line of Harry B. Brock, Jr. property; thence continue S 01° 37' 07" W on the west boundary of said Section 26 a distance of 1028.33 feet to the southwest corner of the NW1/4 of the SW1/4 of Section 26; thence S 82° 32' 10" W a distance of 121.36 feet to a point; thence S 65° 11' 47" E a distance of 431.67 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Highway No. 41; thence N 36° 48' 15" E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1514.25 feet to a point; said point being on the south line of said Harry B. Brock, Jr. property; thence N 89° 23' 25" W on the south line of said Harry B. Brock, Jr. property a distance of 1149.70 feet to the point of beginning.

All lying and being in Section 26 and in Section 27, Township 18 South, Range 1 West, Shelby County, Alabama.

Parcel IV:

A parcel of land situated in the Northwest Quarter and the Southwest Quarter of Section 26, Township 18, Range 1 West, described as commencing at the Northwest corner of said Section 26, thence run South

along the West boundary of said Section 26 for a distance of 2517.33 feet, left 90° 00' 00" and run East for 98.02 feet to an iron pin set and the point of beginning of the parcel herein described; thence left 69° 43' 46" and run thence Northeast for a distance of 168.59 feet to an iron pin set; thence right 44° 19' 06" and run Northeast for a distance of 306.98 feet; thence right 40° 52' 06" and run in a Southeast for a distance of 363.40 feet to an iron pin set; thence right 94° 00' 21" and run Southwest for a distance of 123.83 feet to an iron pin set; thence right 24° 04' 35" and run Southwest for a distance of 509.04 feet to an iron pin set; thence right 79° 13' 57" and run Northwest for a distance of 276.77 feet to an iron pin set; thence right 34° 00' 28" and run Northwest for a distance of 155.52 feet to the point of beginning.



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Shelby Cnty Judge of Probate, AL
11/03/2015 02:45:42 PM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Samford University
Mailing Address 800 Lakeshore Drive
Birmingham, Alabama 35229

Grantee's Name SB Dev. Corp.
Mailing Address 3545 Market Street
Hoover, Alabama 35226

Property Address 03-7-26-0-000-006.001
03-7-26-0-000-006.002

Date of Sale November 2, 2015
Total Purchase Price \$ 4,500,000.00



20151103000382740 6/6 \$30.00
Shelby Cnty Judge of Probate, AL
11/03/2015 02:45:42 PM FILED/CERT

or
Actual Value \$

or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☒ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11/2/2015

Unattested

(verified by)
GENERAL
COUNSEL

Print SAMFORD UNIVERSITY

By
Sign (Grantor/Grantee/Owner/Agent) circle one V.P.

Print Form

Form RT-1