

COVENANTS, CONDITIONS AND RESTRICTIONS

THESE COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "CCR"), are made and entered into as of the date of the last execution hereof, which date is the 9th day of AUGUST, 2002, by and between DEVELOPERS DIVERSIFIED OF ALABAMA, INC, an Alabama corporation ("DDA"), and LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's") (the foregoing parties hereinafter collectively referred to as the "Parties");

W I T N E S S E T H :

WHEREAS, DDA is the owner of a certain tract of real property located in Shelby County, State of Alabama comprised of approximately 65.966 acres, commonly known as Brook Highland Plaza shopping center and more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Shopping Center"); and

WHEREAS, pursuant to that certain ground lease between DDA and Lowe's dated as of an even date herewith (the "Lowe's Ground Lease"), Lowe's is the ground lessee of that certain tract of real property consisting of approximately 13.45 acres located within the Shopping Center, as more particularly described on Exhibit B attached hereto and made a part hereof for all purposes (the "Lowe's Parcel"). The remainder of the Shopping Center, exclusive of the Lowe's Parcel, is hereinafter referred to as the "DDA Parcel;" and

WHEREAS, both the Lowe's Parcel and the DDA Parcel are further designated on the site plan of the Shopping Center attached hereto and made a part hereof as Exhibit C (the "Site Plan").

NOW, THEREFORE, DDA and Lowe's hereby declare, agree, covenant and consent that all of the Shopping Center shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are imposed on such real property to run with the real property and be binding on and inure to the benefit of all parties having any right, title or interest in the Shopping Center or any part thereof, their heirs, successors and assigns for the purpose of development and operation of the Shopping Center and to protect the value of the respective "Parcels" (as hereinafter defined). Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1 "Consenting Party" shall mean and refer to Lowe's (so long as the Lowe's Ground Lease is in effect) and the Owner of the Shopping Center. There shall be only two (2) Consenting Parties for the Shopping Center consisting of only one Consenting Party representing the Shopping Center and Lowe's as the other Consenting Party. In the event that the Lowe's Parcel or the DDA Parcel are further subdivided, the current Consenting Party shall designate who shall succeed such current Consenting Party as the Consenting Party.

✓
Lawyers Title
P.O. Box 10766
B'ham, AL 35202
Attn: Bob

Section 1.2 "Default Rate" shall mean the rate of interest that is the lesser of (i) twelve (12%) per annum and (ii) the maximum rate allowed by applicable law.

Section 1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Shopping Center, as hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.4 "Parcel" shall mean and refer to any parcel of land shown on the Site Plan.

Section 1.5 "Out Parcels" shall mean those parcels of real property designated on the Site Plan as "Out Parcels."

ARTICLE II

USE

Section 2.1 **General Use Requirement.** Every Parcel shall be used only for financial institutions, service shops, offices of the type customarily found in retail shopping centers, and retail stores selling retail merchandise normally carried in other shopping centers and restaurants with over fifty percent (50%) of gross revenues from food sales.

Section 2.2 **Nuisances.** Subject to the provisions of Section 2.1, no Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which shall constitute a public nuisance to the community.

Section 2.3 **Use Restrictions.**

(a) Subject to any rights granted to tenants or other occupants of the Shopping Center pursuant to leases executed prior to this CCR and shown on Exhibit D, during the term of this CCR no portion of the Shopping Center may be used for any of the following purposes without the written consent of the Consenting Parties:

(i) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption within three hundred (300) feet of the Lowe's Parcel; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than fifty percent (50%) of the restaurant's gross revenues.

(ii) A bowling alley, billiard parlor, bingo parlor, arcade or game room (provided that retail facilities in the Shopping Center may operate no more than four (4) video games incidentally to their primary operations).

(iii) INTENTIONALLY DELETED.

(iv) A health club, gymnasium or spa within three hundred (300) feet of the Lowe's Parcel.

(v) A service station, automotive repair shop or truck stop.

(vi) A flea market or pawn shop.

(vii) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers) (except that training related to retail or the sale of educational products shall not be prohibited by this restriction).

(viii) A car wash, except on an Out Parcel and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe's Parcel.

(ix) A medical clinic or office within one hundred fifty (150) feet of the Lowe's Parcel.

(x) A dry cleaning plant, central laundry or laundromat.

(xi) An establishment for sale of automobiles, trucks, mobile homes and/or recreational motor vehicles.

(xii) A child day care facility within four hundred (400) feet of the Lowe's Parcel.

(b) Subject to any rights granted to tenants or other occupants of the Shopping Center pursuant to leases executed prior to this CCR and shown on Exhibit D, during the term of this CCR no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

(i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts) (however, a video store shall be permitted to maintain a limited adult section, so long as such adult section is not accessible to minors, and this restriction shall not prohibit the sale or display of magazines such as Playboy or Penthouse).

(ii) A massage parlor other than part of a health club or spa.

(iii) A skating rink within four hundred (400) feet of the Lowe's Parcel.

(iv) A mortuary, crematorium or funeral home.

(v) A mobile home or trailer court, labor camp, junkyard or stockyard.

(vi) A land fill, garbage dump or for the dumping, disposing, incineration or reduction of garbage.

(vii) A telephone call center.

(viii) A gambling establishment, bingo parlor or betting parlor.

(ix) Veterinary hospital or animal raising or keeping facilities, except as ancillary to the retail operation of a pet supply store in excess of 5,000 square feet of useable floor area.

(x) An assembling, manufacturing, industrial, distilling, refining or smelting facility.

Section 2.4 Use Restrictions on the DDA Parcel. Subject to any rights granted to tenants or other occupants of the Shopping Center pursuant to leases executed prior to this CCR and shown on Exhibit D, during the term of this CCR no portion of the DDA Parcel may be used for the following purposes:

- (a) A hardware store containing more than 5,000 square feet of floor area.
- (b) An appliance store containing more than 5,000 square feet of useable floor area (except that (a) two (2) additional tenant spaces within the DDA Parcel may be used as "superstores" that sell, among other things, appliances [e.g., a "Best Buy," "Circuit City" or similar store concept] and that may exceed 5,000 square feet of useable floor area in size and (b) this restriction shall not prohibit the sale of small appliances such as toasters, microwaves, blenders, mixers, and similar items).
- (c) A nursery and/or lawn and garden store containing more than 3,000 square feet of floor area (including any outdoor areas).
- (d) A paint and/or home decor center containing more than 4,000 square feet of useable floor area.
- (e) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoy's, Menard's, Sears Hardware, Great Indoors, Sutherlands, Scotty's and Orchard Supply.

These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (a) through (d) when such space exceeds the limitations of subparagraphs (a) through (d).

Notwithstanding the foregoing to the contrary, in the event a building material supplies or home center or home improvement retail warehouse (as such businesses are commonly understood in the shopping center business) is not operated in any portion of the Lowe's Parcel for a period in excess of nine (9) consecutive months (excluding temporary closings due to alterations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of Lowe's), the exclusive use restrictions stated above in this Section 2.4 shall be of no force and/or effect until such time as Lowe's or its successors, assigns or subtenants shall re-open a building material supplies or home center or home improvement retail warehouse (as such businesses are commonly understood in the shopping center business) on any portion of the Lowe's Parcel, which reopening shall not prohibit uses in violation of such exclusives if such uses were begun (or a binding lease was executed permitting such uses) during such time as the exclusive use restrictions stated above in this Section 2.4 were of no force and/or effect.

Section 2.5 **Proprietary Rights Of Lowe's.** Any owner, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's or its affiliated companies, in connection with the Shopping Center or the conduct of its business thereat are registered and/or the proprietary property of Lowe's or its affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel. Lowe's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's and to charge a fee or royalty therefor.

ARTICLE III

OUT PARCEL DEVELOPMENT

The Out Parcel designated on the Site Plan as "Proposed Out Parcel X" ("Out Parcel X") will be developed, if and when developed, under the following guidelines:

- (a) The height of any building constructed on Out Parcel X shall not exceed twenty-five (25) feet in height above grade of Out Parcel X, provided, however, that architectural elements on the front of a building constructed on Out Parcel X may be higher than twenty-five (25) feet (but less than thirty-five [35] feet) in height so long as architectural elements on a building constructed on Out Parcel X which are higher than twenty-five (25) feet do not exceed thirty-three percent (33%) of the aggregate height (measured in lineal feet) of the front of the building in question.
- (b) Any rooftop equipment installed on Out Parcel X shall be reasonably screened in such manner as to not be visible from the ground level of the Lowe's Parcel;
- (c) No rooftop signs shall be erected on any building constructed on Out Parcel X.
- (d) A freestanding identification sign may be erected on Out Parcel X only with the prior written consent of Lowe's (which consent shall not be unreasonably withheld, conditioned or delayed), but in no event shall such freestanding identification sign exceed five (5) feet in height or block the visibility of any signage on any building located on the Lowe's Parcel or the visibility of any Lowe's or multi-occupant monument sign or pylon sign. If the Owner of Out Parcel X desires to erect such a freestanding sign, it shall make its request in writing to Lowe's with a copy of the sign plans. Lowe's shall then have thirty (30) days from receipt of the notice to object to the proposed sign. If Lowe's does not object within the thirty (30) day period, then the proposed sign shall be conclusively deemed approved, and Lowe's shall not have the right to any further objection. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3' 3" in height.

(e) The Owner of Out Parcel X shall be keep Out Parcel X neat, orderly, planted in grass and trimmed until improved and constructed.

ARTICLE IV

DEFAULT: REMEDIES

Section 4.1 Default. The failure to observe or perform any other of the covenants, conditions or obligations of this CCR or to abide by the restrictions and requirements herein provided, within thirty (30) days after the issuance of a notice by a Party or Owner (the "Non-defaulting Party") specifying the nature of the default claimed, shall constitute a material default and breach of this CCR by the non-performing party (the "Defaulting Party"). Notwithstanding anything contained herein to the contrary, DDA shall not be deemed to be in default under this CCR or liable for any claims or damages in the event that any tenant(s) or other occupant(s) of the DDA Parcel (other than DDA) violate this CCR in violation of their lease(s), unless DDA fails to cure or otherwise remedy such violation within thirty (30) days after receipt of written notice of such violation, provided however, that if the nature of such violation is such that the same cannot reasonably be cured or otherwise remedied within such thirty (30) day period, then DDA shall have such additional time as is reasonably necessary to cure or otherwise remedy such violation provided DDA commences to cure or otherwise remedy such violation within such thirty (30) day period and proceeds to cure or otherwise remedy such violation with diligence and continuity.

Section 4.2 Remedies. Each Non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provision contained in this CCR, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this CCR, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Owner under this CCR or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 4.3 No Waiver. No delay or omission of any Owner or Party in the exercise of any right accruing upon any default of any other Owner or Party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Owner or Party of any default under this CCR shall be effective or binding on such Owner or Party unless made in writing by such Owner or Party and no such waiver shall be implied from any omission by an Owner or Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under

any provision of this CCR shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this CCR.

Section 4.4 **No Termination for Breach.** No breach, whether or not material, of the provisions of this CCR shall entitle any Owner or Party to cancel, rescind or otherwise terminate this CCR, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner or Party may have hereunder by reason of any breach of the provisions of this CCR.

Section 4.5 **Limitation of Liability.** Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this CCR only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by this CCR only during the period such person is the holder or the fee or leasehold interest of such Parcel or the occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 4.5, the easements, covenants and restrictions in this CCR shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 4.6 **Breach.** In the event of breach or threatened breach of this CCR, only Owners of more than 45,000 square feet of enclosed building area of the DDA Parcel or Lowe's shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Owner or Party shall pay the reasonable attorneys' fees of the prevailing Owner or Party.

ARTICLE V

MISCELLANEOUS

Section 5.1 **Estoppel Certificates.** Each Owner and/or Party shall upon not less than thirty (30) days from receipt of written notice from the other Owner or Party execute and deliver to such other Owner and/or Party a certificate in recordable form stating that (i) either this CCR is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the other Owner and/or Party is in default in any respect under this CCR and if in default, specifying such default.

Section 5.2 **Term and Perpetuity.** The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Owners and Parties, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such Owners and Parties for so long as the Lowe's Ground Lease is in effect, unless terminated by the consent of all the Owners and Parties pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center is located. Said agreements and restrictions shall be unaffected by any change in the ownership of any real

property covered by this CCR or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land.

Upon termination of the agreements, conditions, covenants and restrictions of this CCR, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this CCR, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect; provided, however, that the termination of this CCR shall not prior to the date of such termination.

Section 5.3 **Notices.** Any notice required or permitted to be given under this CCR shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Party):

DDA:	Developers Diversified of Alabama, Inc. 3300 Enterprise Parkway Beechwood, Ohio 44122 Attention: Executive Vice President
Lowe's:	Lowe's Home Centers, Inc. Box 1111 (Highway 268 East, North Wilkesboro, North Carolina 28659) North Wilkesboro, North Carolina 28656-0001 Attention: Property Management Dept. (REO)
Copy to:	Lowe's Home Centers, Inc. Box 1111 (Highway 268 East, North Wilkesboro, North Carolina 28659) North Wilkesboro, North Carolina 28656-0001 Attention: Real Estate Law Department (REO)

Section 5.4 **Ground Lessee Assignment.** The rights and obligations of any Owner hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Owner and such ground lessee or lessees.

Section 5.5 **Adjacent DDA Parcels.** DDA may, in his sole discretion, subject the parcels of real property adjacent to the Shopping Center which are owned by DDA (the "Adjacent DDA Parcels") to the terms, covenants and conditions of this CCR. At that time the Adjacent DDA Parcels shall be subject to the obligations created herein and shall benefit from the rights granted to DDA herein.

Section 5.6 **No Covenant to Continuously Operate.** Lowe's is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or

operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or store on the Lowe's Parcel. Nothing contained in this CCR shall be construed, interpreted or otherwise read to require Lowe's to operate a business on the Lowe's Parcel or to prevent Lowe's from closing its business on the Lowe's Parcel.

Section 5.7 Severability. In the event any provision or portion of this CCR is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 5.8 No Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Owner or Party hereto shall insure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

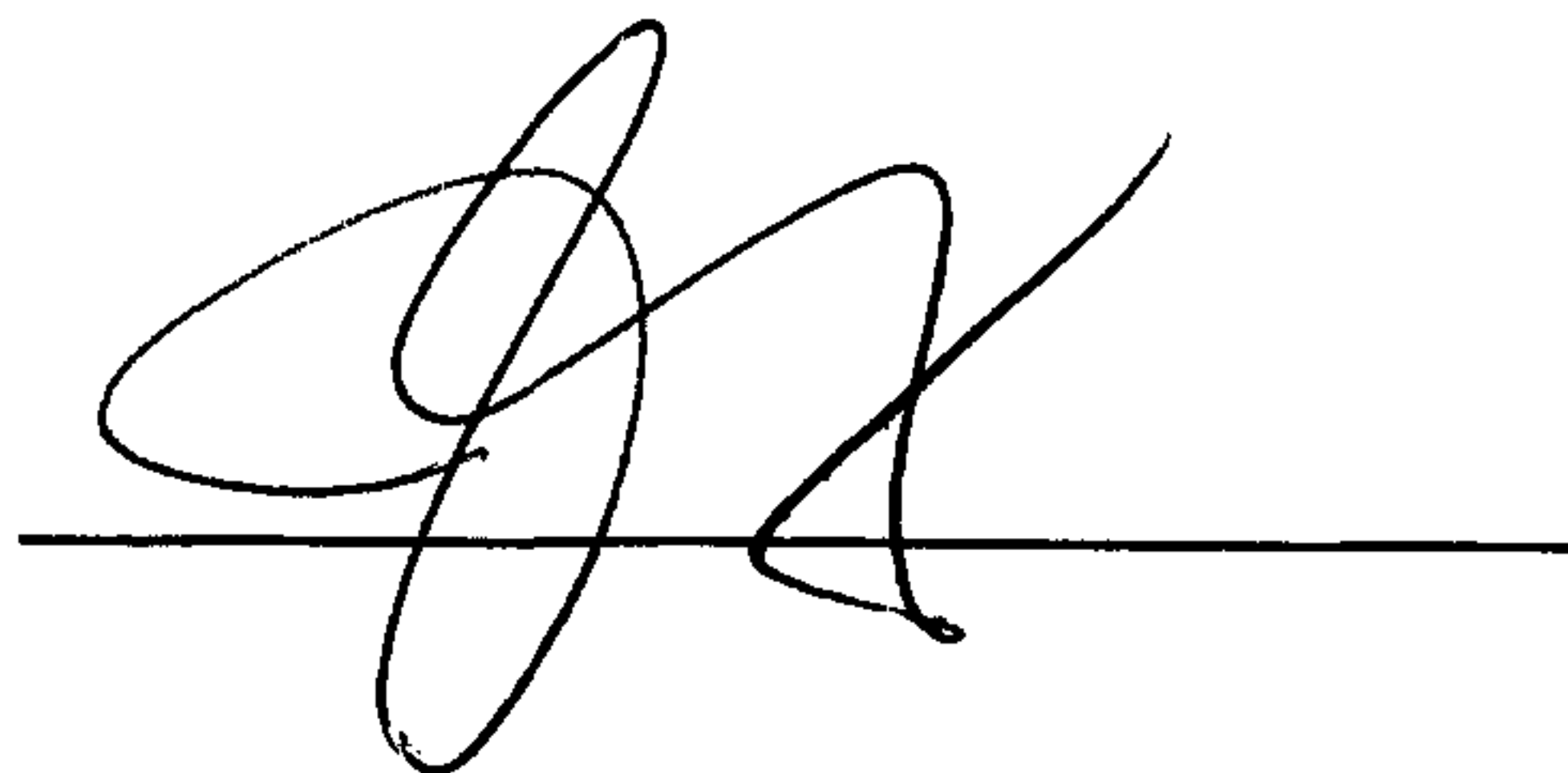
Section 5.9 Counterparts. This CCR may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 5.10 Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners. It is understood that the relationship between the Parties hereto and Owners is an arms length one that shall at all times be and remain that of separate owners of real property. No Party hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein.

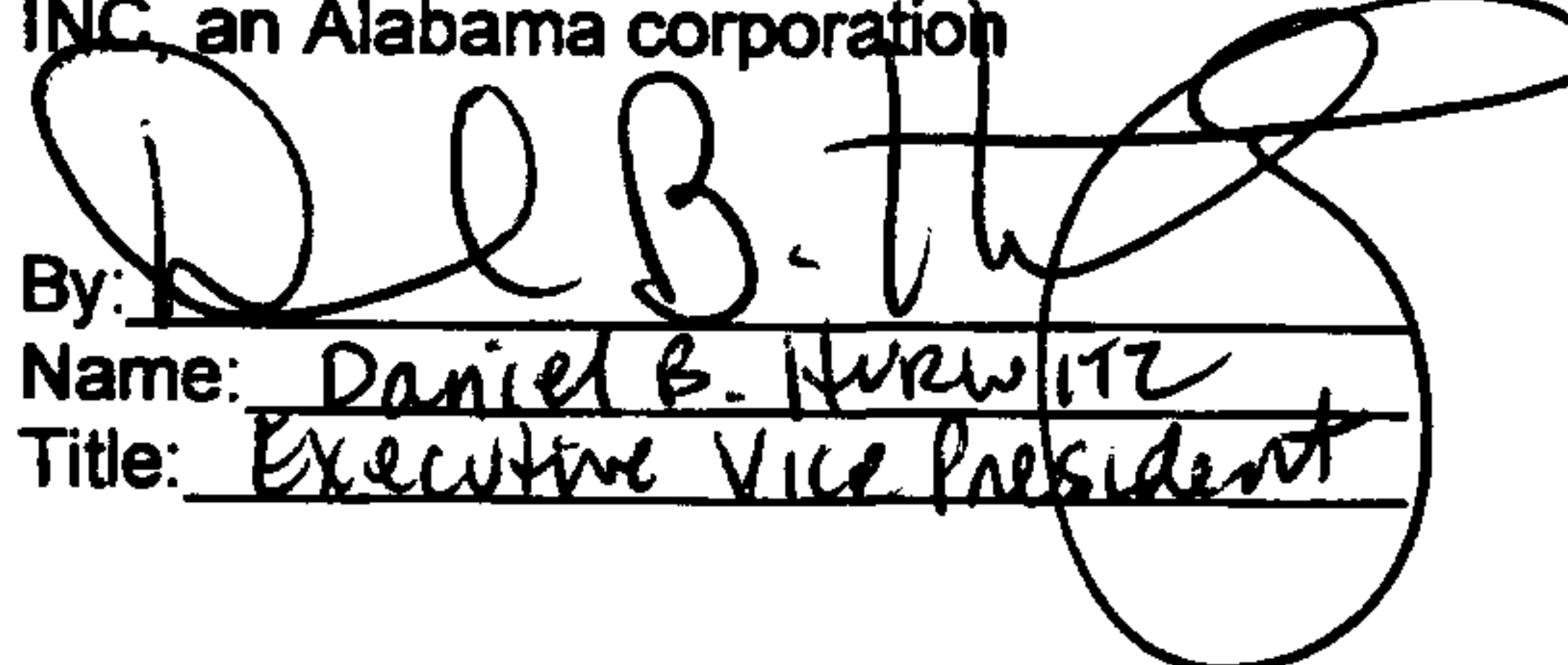
IN WITNESS WHEREOF, the Parties hereto have executed and delivered this CCR as of the day and year first written above.

"DDA":

WITNESS/ATTEST:



DEVELOPERS DIVERSIFIED OF ALABAMA, INC. an Alabama corporation

By: 
Name: Daniel B. Horwitz
Title: Executive Vice President

STATE OF ~~ALABAMA~~ OHIO
COUNTY OF CUYAHOGA

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Daniel B. Horwitz, whose name as the Executive Vice President of **DEVELOPERS DIVERSIFIED OF ALABAMA, INC.**, a corporation, 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 for and as the act of said corporation.

Given under my hand this 31st day of July, 2002.

My term of office expires on the ____ day of _____, 20__.



Notary Public

JERRY M. CYNATATUS, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

"LOWE'S":

WITNESS/ATTEST:

LOWE'S HOME CENTERS, INC.,
a North Carolina corporation

Mindy B. Haynes

By: David E. Shelton
Name: David E. Shelton
Title: Senior Vice President

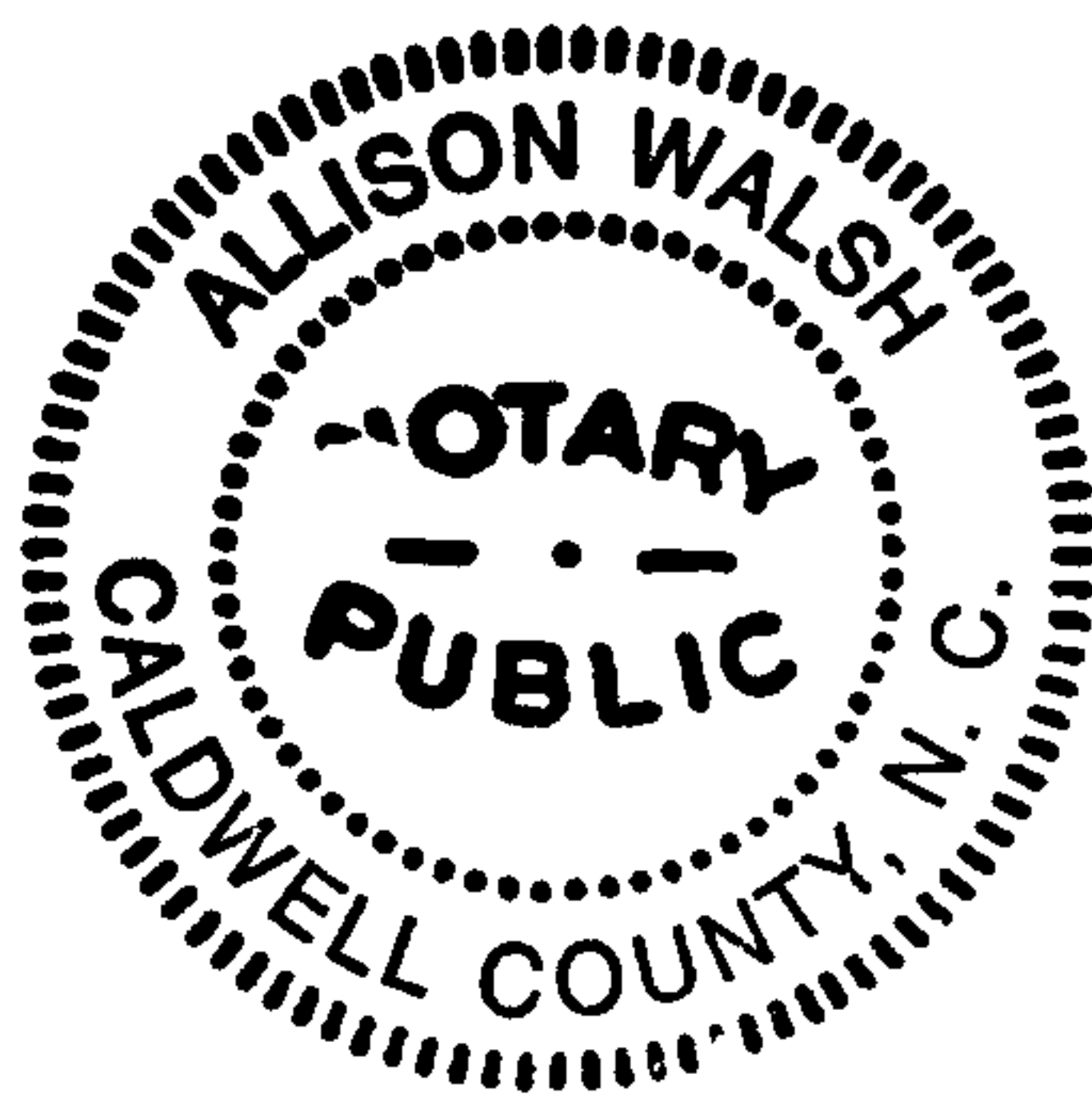
MD
HAB
2H

STATE OF NORTH CAROLINA
COUNTY OF WILKES

I, the undersigned, a Notary Public in and for said County and State, hereby certify that David E. Shelton, whose name as the Senior Vice President of **LOWE'S HOME CENTERS, INC.**, a corporation, 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 for and as the act of said corporation.

Given under my hand this 1st day of August, 2002.

My term of office expires on the 31st day of January, 2003



Allison Walsh
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Lots 1, 1A and 2A according to the Map of Brook Highland Plaza Resurvey, as recorded in Map Book 18, Page 99, in the Probate Office of Shelby County, Alabama.

and

Lots 2-A and 2-B according to Map of the Lowe's Addition to Brook Highland Plaza as recorded in Map Book 30, page 11, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

LEGAL DESCRIPTION OF THE LOWE'S PARCEL

Parcel I:

Lot 2-A, according to the Map of Lowe's Addition to Brook Highland Plaza as recorded in Map Book 30, page 11, in the office of the Judge of Probate Office of Shelby County, Alabama.

Said parcel being more particularly described as follows:

Parts of Lot 1 and Lot 2, Brook Highland Plaza Resurvey, Map Book 18, Page 99 as recorded in the Probate Office of Shelby County, Alabama and particularly described as follows:

Begin at the Southeast corner of said Lot 2 and run in a northwesterly direction along the east boundary line of said Lot and the west right of way line of Shelby County Highway 495 for a distance of 621.02 feet; thence turn an interior angle of 90 degrees 06 minutes 26 seconds to the right and run in a southwesterly direction for a distance 471.63 feet; thence turn an interior angle of 166 degrees 31 minutes 24 seconds to the right and run in a southwesterly direction for a distance of 28.54 feet; thence turn an interior angle of 193 degrees 28 minutes 36 seconds to the right and run in a southwesterly direction for a distance of 210.00 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the right and run in a southeasterly direction for a distance of 46.00 feet; thence turn an interior angle of 270 degrees 00 minutes 00 seconds to the right and run in a southwesterly direction for a distance of 184.32 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the right and run in a southeasterly direction for a distance of 340.80 feet; thence turn an interior angle of 270 degrees 00 minutes 00 seconds to the right and run in a southwesterly direction for a distance of 51.74 feet to a point on a curve to the right with a radius of 314.45 feet, a central angle of 20 degrees 15 minutes 22 seconds and a chord length of 110.59 feet; thence turn an interior angle to chord of said curve 74 degrees 14 minutes 15 seconds to the right and run along the arc of said curve in a southeasterly direction for a distance of 111.17 feet; thence continue in a southeasterly direction along the tangent extended from said curve for a distance of 204.03 feet; thence turn an interior angle of 51 degrees 17 minutes 18 seconds to the right and run in a northeasterly direction for a distance of 31.72 feet; thence turn an interior angle of 224 degrees 36 minutes 27 seconds to the right and run in a northeasterly direction for a distance of 566.01 feet; thence turn an interior angle of 89 degrees 59 minutes 13 seconds to the right and run in a northwesterly direction for a distance of 63.64 feet; thence turn an interior angle of 270 degrees 00 minutes 00 seconds to the right and run in a northeasterly direction for a distance of 307.56 feet to the Point of Beginning. Said lot containing 585,903 square feet or 13.450 acres more or less.

Parcel II:

Together with the non exclusive easements and rights of ingress and egress, parking, utility and other purposes pursuant to that certain Declaration of Easements and Restrictive Covenants as recorded in Real Volume 307, page 985 and that certain Easement Agreement recorded under Instrument 1994-37773 re-executed under Instrument Number 1995-27233.

ALSO:

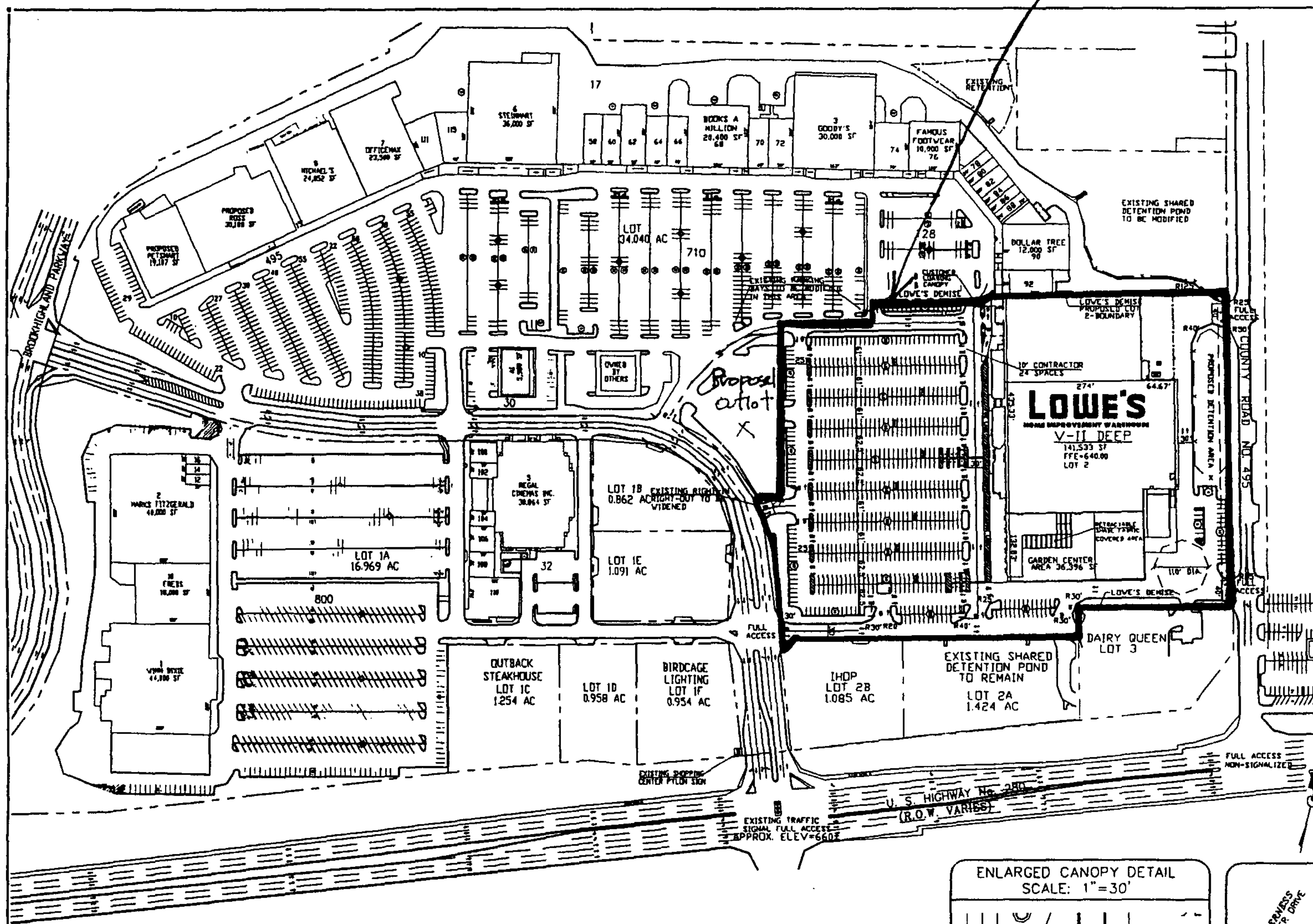
Together with beneficial rights and interests as created by the Covenants, Conditions and Restrictions by and between Developers Diversified of Alabama, Inc. and Lowe's Home Centers, Inc., recorded or intended to be recorded on the date of the Ground Lease.

EXHIBIT C

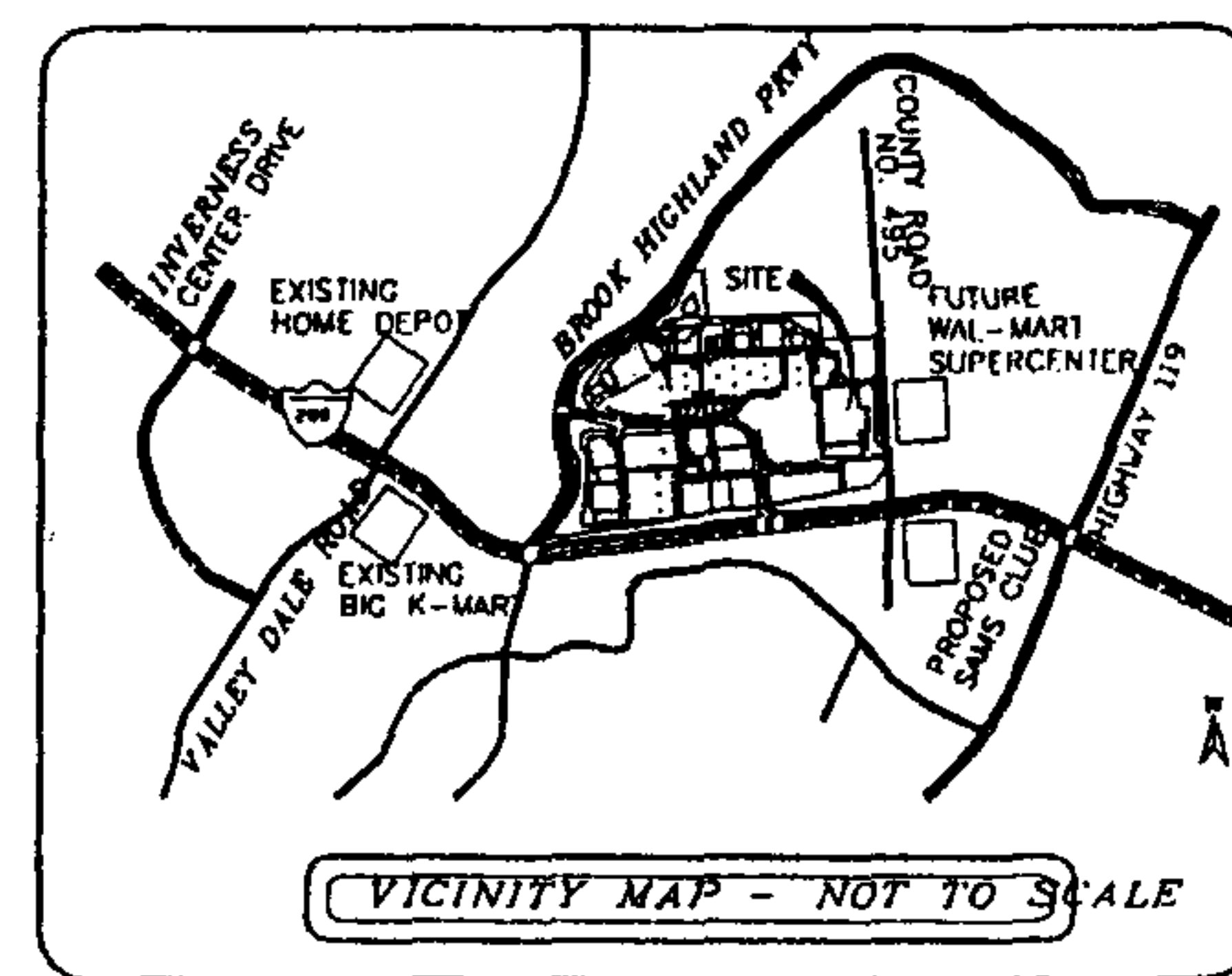
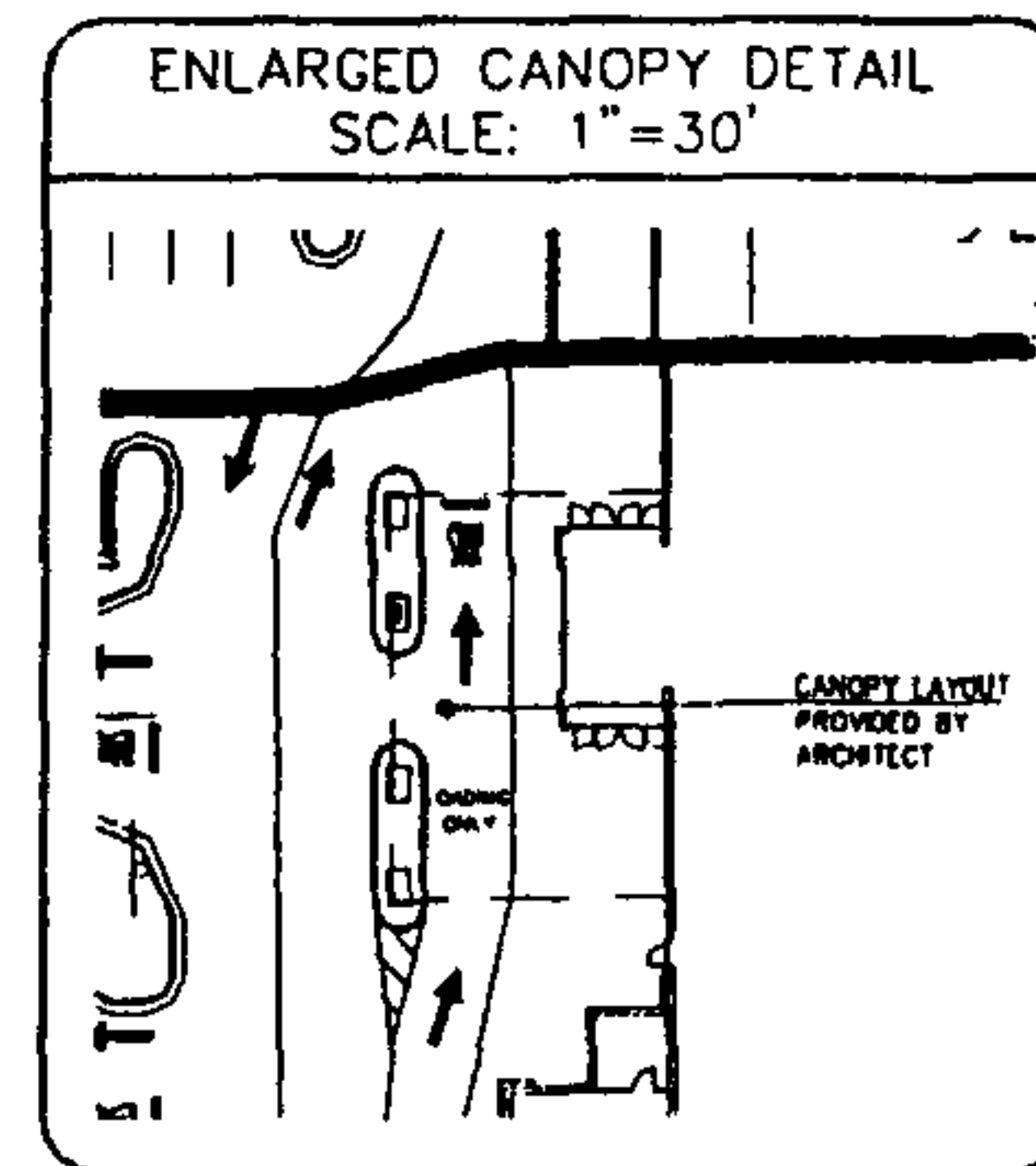
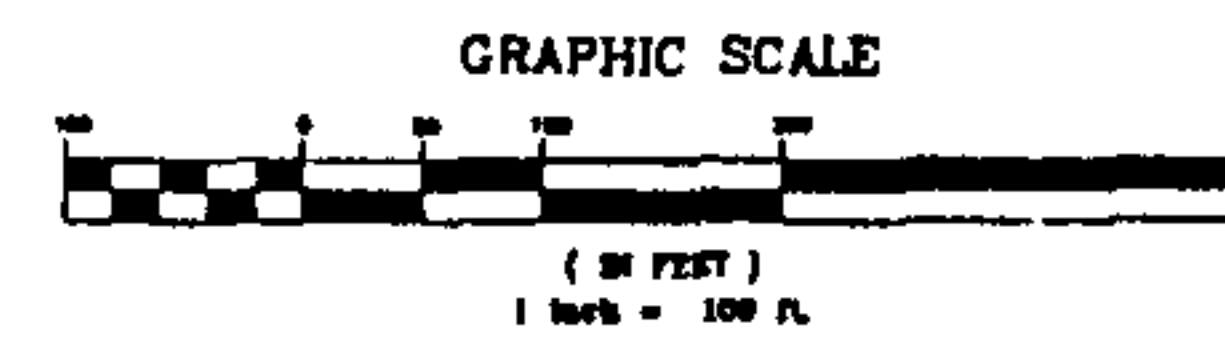
SITE PLAN

EXHIBIT

Lowie's Parcel



SITE DATA		
1	WINN DIXIE	44,000 SF
2	MARKS FITZGERALD	40,000 SF
3	GOODY'S	30,000 SF
4	PROPOSED LOWES	177,929 SF
5	REGAL CINEMAS, INC.	30,864 SF
6	STEIN MART	36,000 SF
7	OFFICEMAX	23,500 SF
8	MICHAELS	24,052 SF
10	FREDS	18,000 SF
12	FANTASTIC SAMS	1,000 SF
14	CELLULAR WAREHOUSE	1,000 SF
16	REM CLEANERS	1,000 SF
58	CICI'S PIZZA	3,700 SF
60	AVAILABLE (PAYLESS RELOCATION)	3,800 SF
62	K-B TOWWORKS	6,000 SF
64	GOLF HEADQUARTERS	4,000 SF
66	MEXICALI	4,000 SF
68	BOOKS-A-MILLION	20,400 SF
70	S&K WENSWEAR	4,000 SF
72	RACK ROOM	5,000 SF
74	SIZES UNLIMITED	6,650 SF
76	FAMOUS FOOTWEAR	10,000 SF
78	GENERAL NUTRITION CENTER	4,000 SF
80	ESTES CHIROPRACTOR	1,400 SF
82	RADIO SHACK	2,100 SF
84	FAST FRAME	1,400 SF
86	TOP NAILS (SALLY BEAUTY RELO)	1,400 SF
88	REGENCY JEWELERS	1,400 SF
90	DOLLAR TREE	12,000 SF
92	PAPER WORKS OUTLET	5,000 SF
94	PAYLESS SHOES (DEMOLISHED)	0 SF
96	SALLY BEAUTY (DEMOLISHED)	0 SF
100	LUNAR COYOTE	2,000 SF
102	AVAILABLE (TOP NAILS RELO)	1,500 SF
104	LA WEIGHT LOSS CENTER	1,500 SF
106	BIKE LINE	2,500 SF
108	AVAILABLE	2,500 SF
110	WINGS SPORTS GRILLE	7,830 SF
111	TUESDAY MORNING	5,360 SF
115	HIBBETTS	5,938 SF
A1	EMPERORS HOUSE	5,980 SF
	PROPOSED ROSS	30,188 SF
	PROPOSED PETSMART	19,102 SF
	TOTAL SHOPPING CENTER	605,398 SF
LOWES PARKING		
	PARKING SPACES	691 SPACES
	PARKING RATIO	4.88 SPACES/MSF
	PARKING RATIO W/GC	3.88 SPACES/MSF
SHOPPING CENTER PARKING		
	PARKING SPACES	2,885 SPACES
	PARKING RATIO	4.77 SPACES/MSF
PROPOSED LOT 1		
	EXISTING LOT 1A	16,989 AC
	PROPOSED LOT 2	13,450 AC
	EXISTING LOT 2A	1,424 AC
	TOTAL SHOPPING CENTER	65,883 AC
EXCLUDING OUTLOTS		

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DDA Parcel

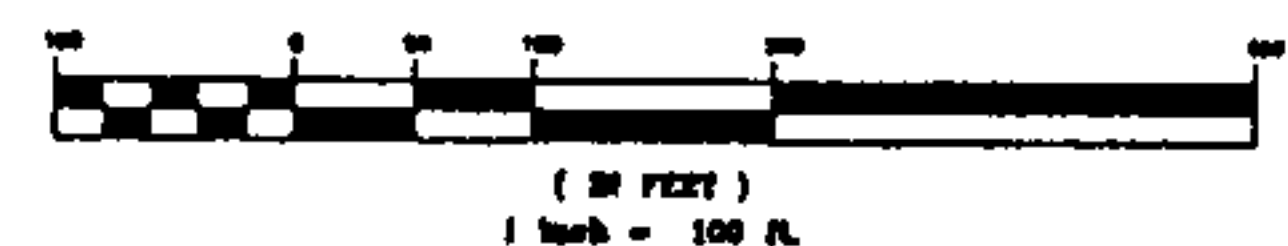
SITE DATA

1	WINN DIXIE	44,000 SF
2	MARKS FITZGERALD	40,000 SF
3	GOODY'S	30,000 SF
4	PROPOSED LOWE'S	177,928 SF
5	REGAL CINEMAS, INC.	30,864 SF
6	STEIN MART	36,000 SF
7	OFFICEMAX	23,500 SF
8	MICHAELS	24,052 SF
10	FREDS	18,000 SF
12	FANTASTIC SAM'S	1,000 SF
14	CELLULAR WAREHOUSE	1,000 SF
16	REM CLEANERS	1,000 SF
58	CICI'S PIZZA	3,700 SF
60	AVAILABLE (PAYLESS RELOCATION)	3,800 SF
62	K-B TOYWORKS	6,000 SF
64	GOLF HEADQUARTERS	4,000 SF
66	MEXICALI	4,000 SF
68	BOOKS-A-MILLION	20,400 SF
70	S&K MENSWEAR	4,000 SF
72	RACK ROOM	5,000 SF
74	SIZES UNLIMITED	6,650 SF
76	FAMOUS FOOTWEAR	10,000 SF
78	GENERAL NUTRITION CENTER	1,400 SF
80	ESTES CHIROPRACTOR	1,400 SF
82	RADIO SHACK	2,100 SF
84	FAST FRAME	1,400 SF
86	TOP NAILS (SALLY BEAUTY RELO)	1,400 SF
88	REGENCY JEWELERS	1,400 SF
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110	WINGS SPORTS GRILLE	7,830 SF
111	TUESDAY MORNING	5,360 SF
115	HIBBETTS	5,938 SF
AT	EMPEROR'S HOUSE	5,980 SF
	PROPOSED ROSS	30,188 SF
	PROPOSED PETSMART	18,107 SF
	TOTAL SHOPPING CENTER	605,398 SF

LOWE'S PARKING	
PARKING SPACES	691 SPACES
PARKING RATIO	4.88 SPACES/MSF
PARKING RATIO W/GC	3.88 SPACES/MSF
SHOPPING CENTER PARKING	
PARKING SPACES	2,885 SPACES
PARKING RATIO	4.77 SPACES/MSF

PROPOSED LOT 1	34,040 AC
EXISTING LOT 1A	16,969 AC
PROPOSED LOT 2	13,450 AC
EXISTING LOT 2A	1,424 AC
TOTAL SHOPPING CENTER EXCLUDING OUTLOTS	65,883 AC

GRAPHIC SCALE



ENLARGED CANOPY DETAIL
SCALE: 1"=30'

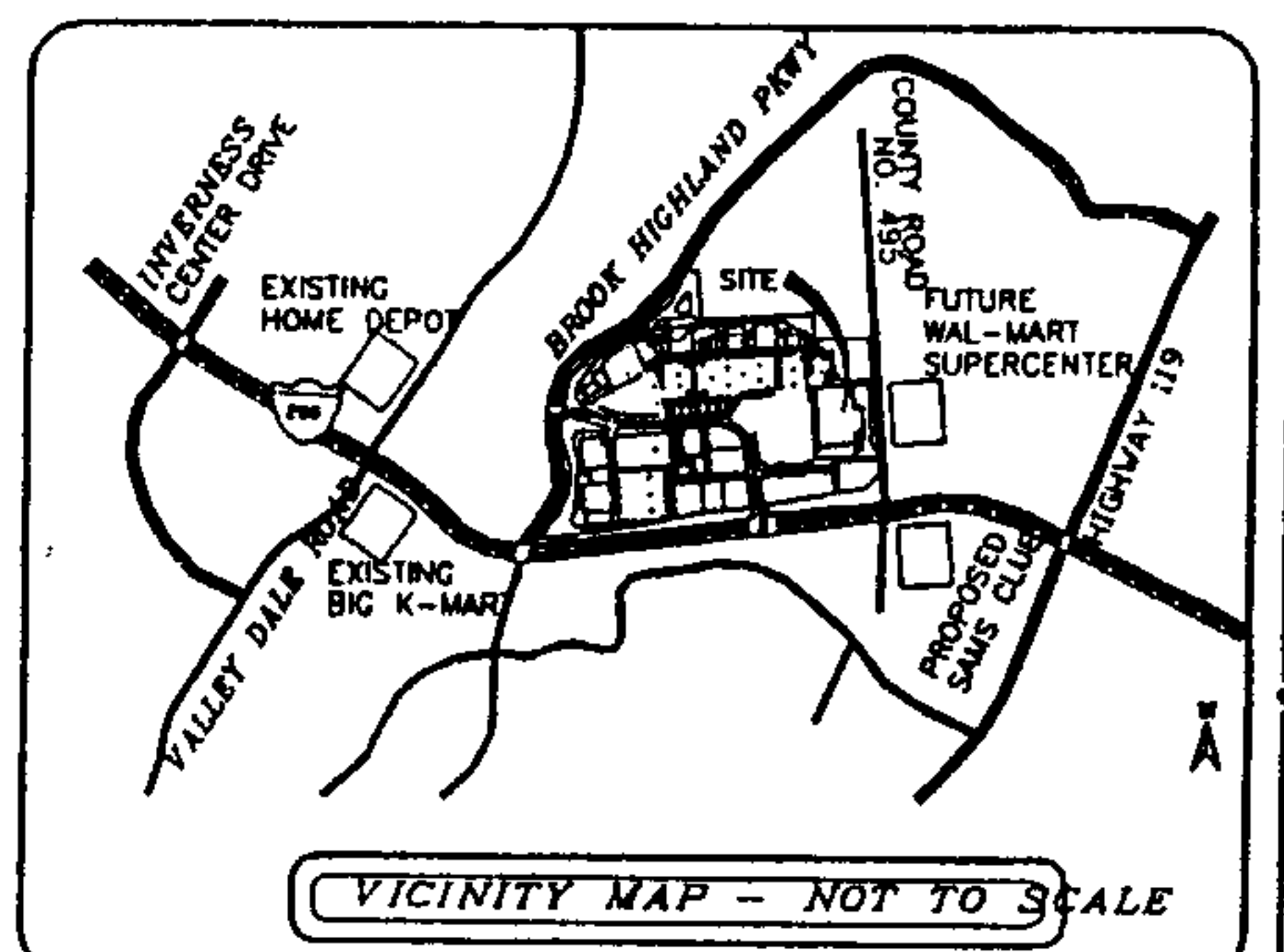
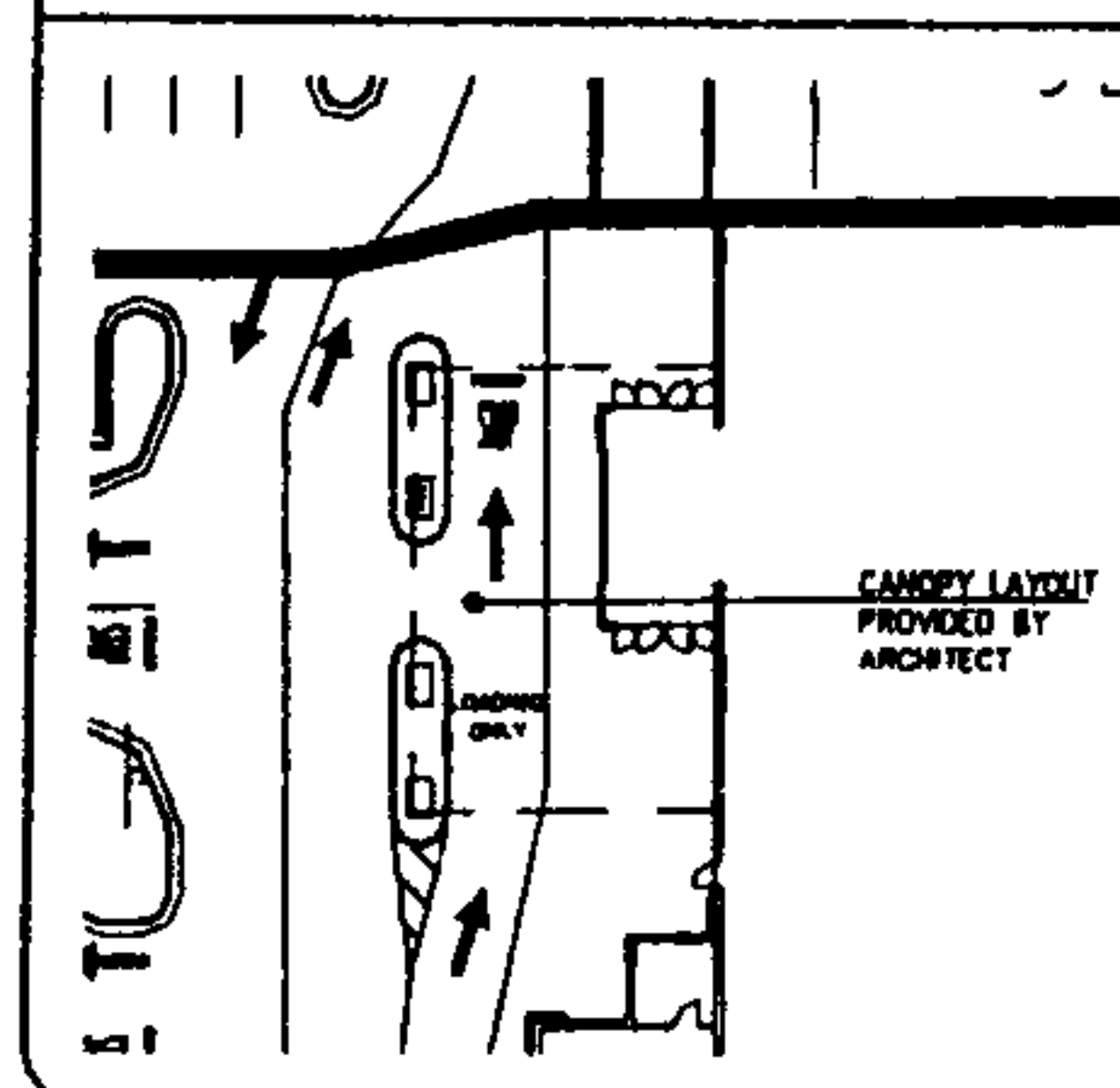


EXHIBIT D

EXISTING LEASES

1. **Bike Line** – Lease dated December, 15, 1994 by and between Brook Highland Limited Partnership as Landlord and Michael Wenning and Barbara Wenning as Tenant; amended by letter extension dated September 3, 1999.
2. **Books-A-Million** – The Lease dated October 13, 1993 by and between Brook Highland Limited Partnership as Landlord and Books-A-Million Inc. as Tenant; amended by First Amendment to Retail Lease Agreement dated January 29, 1996.
3. **Nextel** - Lease dated March 5, 1996 by and between Developers Diversified of Alabama, Inc. as Landlord and Cellular Warehouse, Inc. as Tenant; assigned to Let's Talk Cellular & Wireless, Inc. on August 6, 1999; further assigned to Nextel Retail Stores, Inc. on May 1, 2001. Lease extension pending.
4. **CiCi's Pizza** – Lease dated April 23, 1997, by and between Developers Diversified of Alabama, Inc. as Landlord and MEA Holdings, Inc. as Tenant.
5. **Cobb Theaters** – Lease dated July 28, 1993 by and between Brook Highland Limited Partnership as Landlord and R.C. Cobb, Inc. as Tenant; amended by 2001 Lease Amendment dated November 1, 2001.
6. **Dollar Tree** – Lease dated October 27, 2000 by and between Developers Diversified of Alabama, Inc. and Dollar Tree Stores, Inc
7. **Emperor's House** - Lease dated July 25, 2000 by and between Developers Diversified of Alabama, Inc. as Landlord and Emperor's House, Inc. as Tenant.
8. **Estes Chiropractic** – Lease dated August 19, 1994 by and between Brook Highland Limited Partnership as Landlord and Dr. Sheila Estes and Dr. Vance Estes as Tenant; amended by Extension and Modification of Lease dated August 28, 1997, and letter extension dated August 29, 2000.
9. **Famous Footwear** – Lease dated September 24, 1993 by and between Brook Highland Limited Partnership as Landlord and Brown Group Retail, Inc. as Tenant; amended by letter extension dated August 13, 1999.
10. **Fantastic Sam's** – Lease dated March 1, 1998 by and between Developers Diversified of Alabama, Inc. as Landlord and S.A.E. Inc. as Tenant; amended by Extension and Modification of Lease dated August 14, 2000.
11. **Fast Frame** – Lease dated July 19, 1993 by and between Brook Highland Limited Partnership as Landlord and Fast Frame, Inc. as Tenant; amended by Extension and Modification of Lease dated October 30, 1997, letter extension dated March 21, 2001 and Letter Agreement dated January 23, 2002.
12. **Fred's** – Lease dated September 1, 1993 by and between Brook Highland Limited Partnership as Landlord and Big B, Inc. as Tenant. Said lease was assigned to Fred's Stores of Tennessee, Inc. pursuant to that certain Lease Assignment dated November 4, 1997.
13. **GNC** – Lease dated October 24, 1994 by and between Brook Highland Limited Partnership as Landlord and Russell, Russell and Associates, Inc. as Tenant; amended by Extension and Modification of Lease dated September 9, 1999.

14. **Goody's** – Lease dated August 9, 1993 by and between Brook Highland Limited Partnership as Landlord and Goody's Family Clothing Inc. as Tenant.
15. **Hibbetts Sports** – Lease dated January 23, 1997 by and between Developers Diversified of Alabama, Inc. as Landlord and Hibbett Sporting Goods, Inc. as Tenant; amended by letter extension dated November 16, 2001.
16. **K-B Toy Works** – Lease dated March 27, 1997 by and between Developers Diversified of Alabama, inc. as Landlord and Kay-Bee Toy and Hobby Shops, Inc. as Tenant.
17. **LA Weight Loss Center** – Lease dated November 30, 2000 by and between Developers Diversified of Alabama, Inc. as Landlord and Better Weigh, Inc. as Tenant.
18. **Lunar Coyote** – Lease dated December 27, 1999 by and between Developers Diversified of Alabama, Inc. as Landlord and Park-Turn, Inc. as Tenant.
19. **Marks Fitzgerald** – Lease dated July 7, 1993 by and between Brook Highland Limited Partnership as Landlord and Rhodes, Inc. as Tenant.
20. **Mexicali** – Lease dated March 21, 1994 by and between Brook Highland Limited Partnership as Landlord and Ann Macias and Jasmie Perez as Tenant; amended by letter extensions dated September 24, 1997 and March 17, 2000.
21. **Michael's** – Lease dated December 1, 1998 by and between Developers Diversified of Alabama, Inc. as Landlord and Michaels Stores, Inc. as Tenant; amended by a First Amendment to Lease dated on or about July 15, 2002.
22. **OfficeMax** – Lease dated July 5, 1996 by and between Developers Diversified of Alabama, Inc. as Landlord and OfficeMax, Inc. as Tenant; amended by a First Amendment to Lease dated July 9, 2002.
23. **Paper Works Outlet** – Lease dated June 29, 1994 by and between Brook Highland Limited Partnership as Landlord and City Paper Company as Tenant; amended by Extension and Modification of Lease dated August 20, 1997, First Amendment to Extension and Modification of Lease dated March 5, 1998, letter extension dated September 8, 1998 and Third Extension and Modification of Lease dated November 29, 2001.
24. **Rack Room** – Lease dated August 6, 1993 by and between Brook Highland Limited Partnership as Landlord and Lerner Shoes, Inc. as Tenant; amended by Extension and Modification of Lease dated October 3, 2001.
25. **Radio Shack** – Lease dated January 19, 1996 by and between Developers Diversified of Alabama, Inc. as Landlord and Tandy Corporation as Tenant; amended by letter extension dated September 1, 2000.
26. **Regency Jewelers** – Lease dated June 3, 1994 by and between Brook Highland Limited Partnership as Landlord and Friedman's, Inc., dba Regency Jewelers as Tenant; amended by Extension and Modification of Lease dated December 5, 1997.
27. **REM Cleaners** – Lease dated July 7, 1993 by and between Brook Highland Limited Partnership as Landlord and REM Cleaners, Inc. as Tenant; amended by Extension and Modification of Lease dated July 20, 2002.
28. **S&K Menswear** – Lease dated September 16, 1994 by and between Brook Highland Limited Partnership as Landlord and S&K Famous Brands, Inc. as Tenant.

29. **Sizes Unlimited** – Lease dated September 22, 1993 by and between Brook Highland Limited Partnership as Landlord and United Retail Incorporated as Tenant.
30. **Special Tee Golf** – Lease dated August 17, 1994 by and between Brook Highland Limited Partnership as Landlord and Lyda Sports, Inc. as Tenant; amended by letter extensions dated July 28, 1997 and August 28, 2000.
31. **SteinMart** - Lease dated May 17, 1996 by and between Developers Diversified of Alabama, Inc. as Landlord and Stein Mart, Inc. as Tenant; amended by First Amendment dated September 15, 1996 and Second Amendment dated October 18, 1996.
32. **Top Nails** – Lease dated December 20, 1993 by and between Brook Highland Limited Partnership as Landlord and Tony Bui as Tenant; amended by Extension and Modification of Lease dated September 22, 1997, letter extension dated October 21, 1997, Third Extension and Modification of Lease dated March 28, 2001 and Fourth Extension and Modification of Lease dated February 25, 2002.
33. **Tuesday Morning** - Lease dated October 21, 1996 by and between Developers Diversified of Alabama, Inc. as Landlord and Tuesday Morning, Inc. as Tenant; amended by letter extension dated June 21, 2001.
34. **Wings Sports Grille** – Lease dated May 6, 1994 by and between Brook Highland Limited Partnership as Landlord and Wings of Inverness, Inc. as Tenant.
35. **Winn-Dixie** – Lease dated September 20, 1993 by and between Brook Highland Limited Partnership as Landlord and Winn-Dixie Montgomery, Inc. as Tenant.
36. **Ross Dress for Less** – Lease dated April 12, 2002 by and between Developers Diversified of Alabama, Inc. as Landlord and Ross Stores, Inc. as Tenant.