


DRAWN OUTSIDE OF THE  
STATE OF ALABAMA BY AND MAIL TO:

  
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Shelby Cnty Judge of Probate, AL  
12/16/2009 12:20:15 PM FILED/CERT

Michael Weinberger, Esq.  
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One Liberty Plaza  
New York, New York 10006

STATE OF ALABAMA

COUNTY OF SHELBY

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,  
COLLATERAL ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY AGREEMENT  
AND FIXTURE FILING

KNOW THAT GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P., a Delaware limited partnership, having an address at 6011 Connection Drive, Suite 550, Irving, Texas 75039 (“Assignor”) in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, as of this 25th day of November, 2009, to GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership, having an address at 85 Broad Street, 11<sup>th</sup> Floor, New York, New York 10004 and that GOLDMAN SACHS MORTGAGE COMPANY in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby further assigns to CITIBANK, N.A., as Trustee for the registered holders of DDR I Depositor LLC Trust 2009, Commercial Mortgage Pass-Through Certificates, Series 2009-DDR I, having an address at 388 Greenwich Street, 14<sup>th</sup> Floor, New York, New York 10013, Attention: Global Transaction Services (“Assignee”), that certain Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing more fully described in Exhibit A annexed hereto and made a part hereof (the “Mortgage”) relating to the property described in Exhibit B annexed hereto and made a part of hereof.

TOGETHER with the obligations described in said Mortgage and the moneys due and to grow due thereon with interest.

TO HAVE AND TO HOLD the same unto Assignee, and to the successors, legal representatives and assigns of Assignee forever.


This assignment is made without representation, warranty, or recourse, except as specifically set forth in that certain Mortgage Loan Purchase Agreement of even date herewith between Assignor and DDR I Depositor LLC.

This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee, and their respective successors and assigns.

EXECUTED as of the date first above written.


**ASSIGNOR:**

GOLDMAN SACHS COMMERCIAL  
MORTGAGE CAPITAL, L.P., a  
Delaware limited partnership

By:   
Name: Daniel H. Bennett  
Title: Director

GOLDMAN SACHS MORTGAGE COMPANY, a  
New York limited partnership

By: Goldman Sachs Real Estate Funding Corp.,  
its general partner

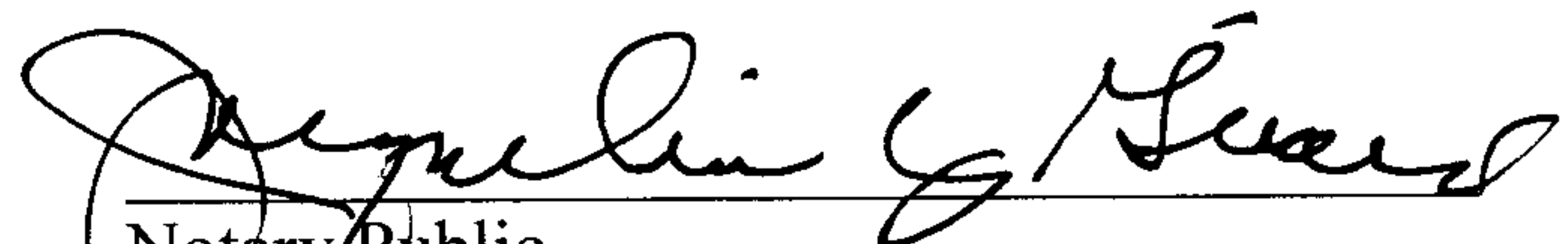
By:   
Name: Mark J. Buono  
Title: VICE PRESIDENT

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DANIEL H. BENNETT, whose name as DIRECTOR of Goldman Sachs Commercial Mortgage Capital, L.P., a Delaware limited partnership, 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Goldman Sachs Commercial Mortgage Capital, L.P.

Given under my hand and official seal this the 18<sup>TH</sup> day of November, 2009.

  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

JACQUELINE Y GIRARD  
NOTARY PUBLIC, State of New York  
No. 01G15021753  
Qualified in New York County  
Commission Expires Dec. 20, 2009

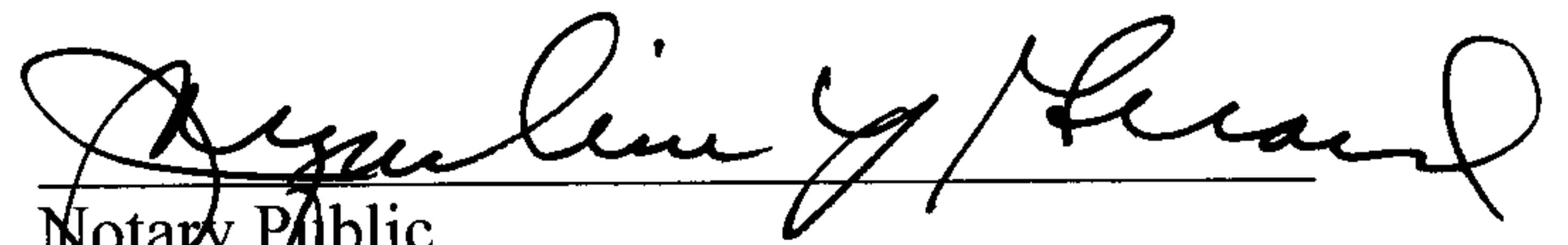


STATE OF NEW YORK     )  
                                      )  
COUNTY OF NEW YORK    )

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that  
MARIC J. BUONDI, whose name as VICE PRESIDENT of Goldman  
Sachs Mortgage Company, a New York limited partnership, 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 said instrument, he/she, as such officer and with full authority, executed the same  
voluntarily for and as the act of said Goldman Sachs Mortgage Company.

Given under my hand and official seal this the 18<sup>TH</sup> day of November, 2009.

  
\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

JACQUELINE Y. GIRARD  
NOTARY PUBLIC, State of New York  
No. 01GI5021753  
Qualified in New York County  
Commission Expires Dec. 20, 2009

EXHIBIT A

Mortgage Description

That certain Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing, dated as of October 8, 2009, made by GS II BROOK HIGHLAND LLC, a Delaware limited liability company as Grantor, for the benefit of GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P., a Delaware limited partnership and recorded on October 12, 2009 in ~~Deed Book~~ \_\_\_\_\_ at Page \_\_\_\_\_ in the Probate Office of Shelby County, Alabama.

*Instrument No. 20091012000385430*

**EXHIBIT B**  
**Legal Description**

**Parcel I:**

Lot 1, according to the Survey of Brook Highland Plaza Resurvey, as recorded in Map Book 18, Page 99, in the Office of Shelby County, Alabama.

Less and Except that part of Lot 1 which is now part of Lot 2A, according to the Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, Page 96, in the Probate Office of Shelby County, Alabama.

**Parcel II:**

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

**Parcel III:**

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

**Parcel IV:**

Lot 2B, according to the Amended Map of Lowe's Addition to Brook Highland Plaza, as recorded in Map Book 31, Page 96, in the Probate Office of Shelby, County, Alabama.

**Parcel V:**

Lot 2A, according to the Survey of Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, Page 96, in the Probate Office of Shelby County, Alabama.

Together with all of the beneficial rights and interests in the easements under the following instruments:

**Easement Parcel I:**

Easement Agreement dated 10-12-1993, by and between AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, and Brook Highland Limited Partnership, a Georgia Limited Partnership recorded in Instrument 1993-32515, in the Probate Office of Shelby County, Alabama.

**Easement Parcel II:**

All beneficial rights in easements granted to Developers Diversified of Alabama, Inc., an Alabama corporation by the "Easement Agreement" dated 12-30-1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., as recorded in Instrument 1994-37773, in the Probate Office of Shelby County, Alabama.