

Prepared by:
J. Gregory Kala
Weiss & Kala
6111 Peachtree Dunwoody Road, Bldg D
Atlanta, GA 30328

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, REDUS LEE BRANCH, LLC, a Delaware limited liability company (herein referred to as "GRANTOR"), does hereby grant, bargain, sell and convey unto RUSHMORE LEE BRANCH, LLC, an Illinois limited liability company (herein referred to as "GRANTEE"), whose mailing address for purposes hereof is 212 W. Kinzie Street, 6th Floor, Chicago, IL 60654, the following-described real estate, together with all improvements thereon, if any, situated in Shelby County, Alabama, to-wit:

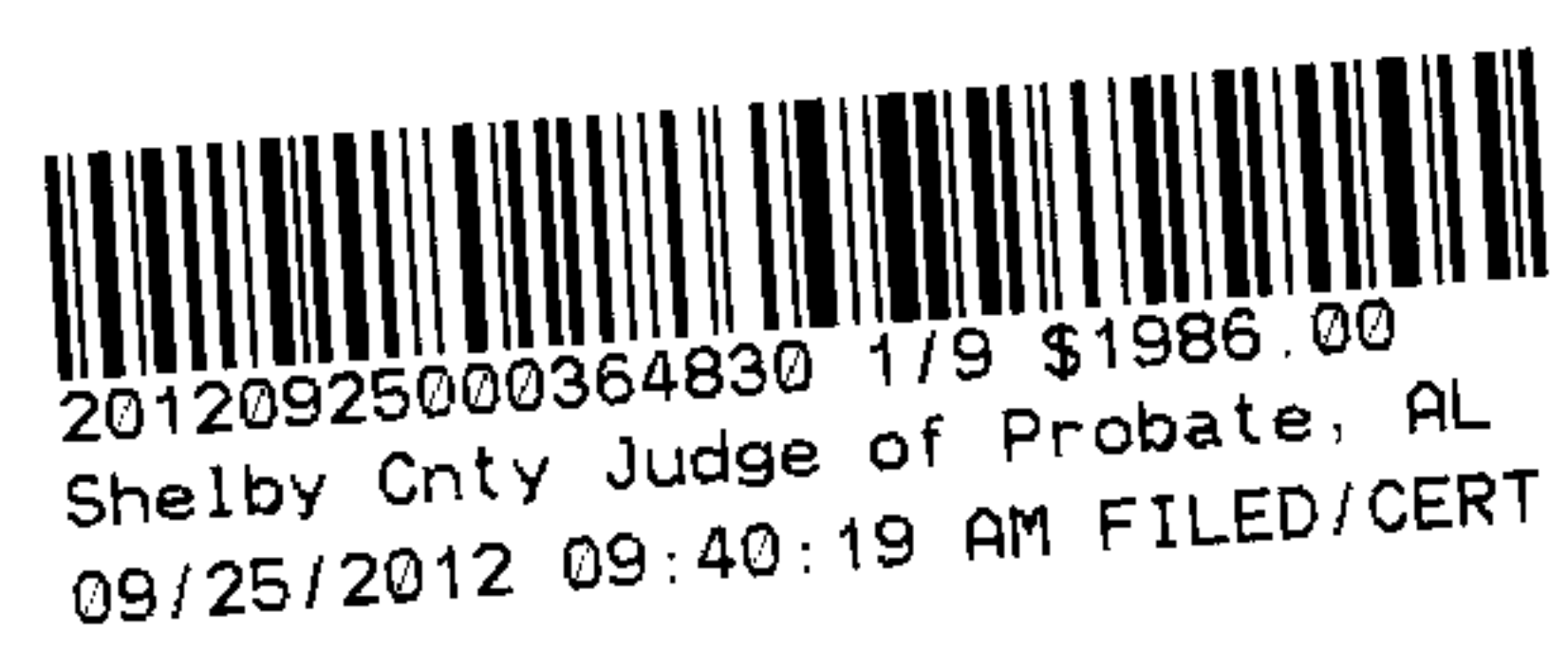
[See Exhibit A attached hereto]

SUBJECT TO ALL MATTERS SET FORTH IN EXHIBIT B ATTACHED HERETO:

TO HAVE AND TO HOLD the aforegranted premises in fee simple to the said GRANTEE forever.

AND THE GRANTOR will warrant and forever defend the right and title to the above described property unto the GRANTEE against the claims of GRANTOR and all others claiming by, through, or under GRANTOR.

[signature page follows]



IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal as of the 11th day of September, 2012.

GRANTOR:

REDUS LEE BRANCH, LLC,
a Delaware limited liability company

By: REDUS Properties, Inc., its Manager

By: Michael L. Wilson
Name: Michael L. Wilson
Title: AVP

STATE OF NORTH CAROLINA)
)
Iredell COUNTY)

I, LINDA P. NANTZ, a Notary Public in and for said County in said State, hereby certify that Michael L. Wilson, whose name as AVP of REDUS Properties, Inc., as manager of Grantor, is signed to the foregoing Quitclaim Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Quitclaim Deed, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 11th day of September, 2012.

Linda P. Nantz
Notary Public

My Commission Expires: 1-17-2013




20120925000364830 2/9 \$1986.00
Shelby Cnty Judge of Probate, AL
09/25/2012 09:40:19 AM FILED/CERT

EXHIBIT A


20120925000364830 3/9 \$1986.00
Shelby Cnty Judge of Probate, AL
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PARCEL 1:

LOT 1B, ACCORDING TO THE SURVEY OF A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH AS RECORDED IN MAP BOOK 31, PAGE 130A AND 130B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1—REVISION 1.

PARCEL 2:

LOTS 1, 4, 5, 7 AND 8, ACCORDING TO THE SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF LOT 5A OF THE VILLAGE AT LEE BRANCH SECTOR 1—REVISION 1.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AIG BAKER BROOKSTONE, L.L.C., AND COMPASS BANK, DATED AUGUST 26, 2003, FILED FOR RECORD AUGUST 27, 2003 AT 10:47 A.M., RECORDED AS INSTRUMENT NUMBER: 20030827000569990 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL 5:

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence proceed along the North line of said quarter-quarter section and the South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 13-B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set at the Northeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama said point being the POINT OF BEGINNING of herein described parcel; thence continuing Easterly along said North line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE

VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 333.28 feet to an iron pin set; thence leaving said North line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}36'53''$ proceed Southerly for 658.78 feet to an iron pin set on the South line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}29'33''$ proceed Westerly along said South line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 332.53 feet to an iron pin set, said point being the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $90^{\circ}26'33''$ proceed Northerly along the East line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the POINT OF BEGINNING.

AND:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF BEGINNING of herein described parcel; thence proceed Easterly along the North line of said quarter-quarter section and the South line of said A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set, being the Northeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence leaving said quarter-quarter line and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}32'59''$ proceed Southerly along the East line of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}33'27''$ proceed Westerly along the South line of said quarter-quarter-quarter

section for 666.02 feet to an iron pin set, said pin being the Southwest corner of Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said iron also being the Southeast corner of Lot 1 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama; thence with a deflection angle right of 90°22'39" proceed Northerly along the West line of said quarter-quarter-quarter section and the East line of said EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama for 656.90 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcels:

1. Lot 1 of The Village at Lee Branch Sector 1—Phase 3, as shown on the map recorded in Map Book 41, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.
2. That certain public right-of-way known as Farley Lane as depicted on that certain plat recorded in Map Book 42, Page 10, in the Office of the Judge of Probate, Shelby County, Alabama.
3. That certain public right-of-way known as Farley Court as depicted on that certain plat recorded in Map Book 42, Page 56, in the Office of the Judge of Probate, Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT B

SCHEDULE OF PERMITTED EXCEPTIONS

1. All taxes and assessments for the year 2012 and subsequent years, not yet due and payable.
2. Any zoning and building ordinances and land use regulations applicable to the Property.
3. Right-of-Way granted to Alabama Power Company recorded in Deed Book 109, page 496 and Deed Book 185, page 132. **(As to Parcels 1 and 2)**
4. Title to all minerals within and underlying the premises, together with all mining rights relating thereto as recorded in Deed Book 247, page 709; Deed Book 259, page 350 and Deed Book 331, page 262. **(As to Parcels 1 and 2)**
5. Right-of-Way granted to Alabama Power Company recorded in Deed Book 109, page 497. **(As to Parcels 1 and 2)**
6. Reciprocal Easement Agreement between AIG Baker Brookstone, L.L.C. and Lee Branch, L.L.C. as recorded under Instrument Number 20030701000412990. **(As to Parcel 1)**
7. Easement as described in Real Volume 169, page 379 and Real Volume 169, page 381. **(As to Parcel 2)**
8. Reciprocal Easement Agreement between AIG Baker Brookstone, L.L.C. and Compass Bank as recorded under Instrument Number 2003082700569990. **(As to Parcel 1)**
9. Easement(s)/Right(s)-of-Way granted to Alabama Power Company recorded in Deed Book 220, page 833. **(As to Parcel 1)**
10. Exclusive use restrictions set forth in that certain Memorandum of Lease by and between AIG Baker Brookstone, L.L.C. and Publix of Alabama, L.L.C. as recorded under Instrument Number and amended by that certain First Amendment to Memorandum of Lease recorded under Instrument Number 20020826000405690. **(As to Parcel 2)**
11. Declaration of Easement and Restrictions dated May 26, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being filed for record on June 1, 2004 under Instrument Number 20040601000288850 and in Amendment No. 1 to Declaration of Easement and Restrictions dated June 21, 2004 under Instrument Number 20040624000345520 and in Amendment to Declaration of Easement and Restrictions dated December __, 2011 under Instrument Number 20120511000165500 **(Note: This amendment references Instrument No. 2004060100266850).** **(As to Parcel 2)**
12. Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated June 21, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being

filed for record on June 24, 2004 under Instrument Number 20040624000345530. **(As to Parcel 2)**

13. Agreement Regarding Maintenance Obligations for Pad C-The Village at Lee Branch – Phase II dated June 21, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being filed for record on June 24, 2004 under Instrument Number 20040624000345540. **(As to Parcel 2)**
14. Declaration of Restrictions dated June 30, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being filed for record on July 15, 2004 under Instrument Number 20040715000391630. **(As to Parcel 2)**
15. Declaration of Limited Use Restrictions dated June 29, 2007, by and between AIG Baker Brookstone, L.L.C., a Delaware limited liability company, Declarant I, and AIG Baker East Village, L.L.C., a Delaware limited liability company being filed for record on July 2, 2007 under Instrument Number 20070702000309430. **(As to Parcel 2)**
16. Assumption of Slope Maintenance Obligations dated December 30, 2008 by and between PERA Lee Branch, Inc., a Colorado nonprofit corporation, Assignor, and AIG Baker East Village, L.L.C., a Delaware limited liability company, Assignee, being filed for record on April 17, 2009, under Instrument Number 20090417000141510. **(As to Parcel 2)**
17. Agreement of Covenants, Conditions and Restrictions and Grant of Easements by AIG Baker East Village, L.L.C., dated January 29, 2009, recorded January 29, 2009, in Instrument Number 20100129000029100; as assigned by that certain Assignment of Agreement of Covenants, Conditions and Restrictions and Grant of Easements by AIG Baker East Village, L.L.C., recorded January 29, 2009, in Instrument Number 20100129000029120. **(As to Parcel 5)**
17. Easements, rights and privileges granted unto Alabama Power Company as recorded under Instrument Number 20100817000263070. **(As to Parcel 5)**
18. ALTA/ACSM Land Title Survey of Lot 1B, A Resubdivision of the Village at Lee Branch and Lots 1, 4, 5, 7 and 8, The Village at Lee Branch Sector 1 Phase 2 and Lot 3, The Village at Lee Branch, Sector 2 and Acreage, by Surveying Solutions, Inc., certified by Carl Daniel Moore, Reg. L.S. #12159, dated July ___, 2012, depicts the following:

As to Parcel 1:

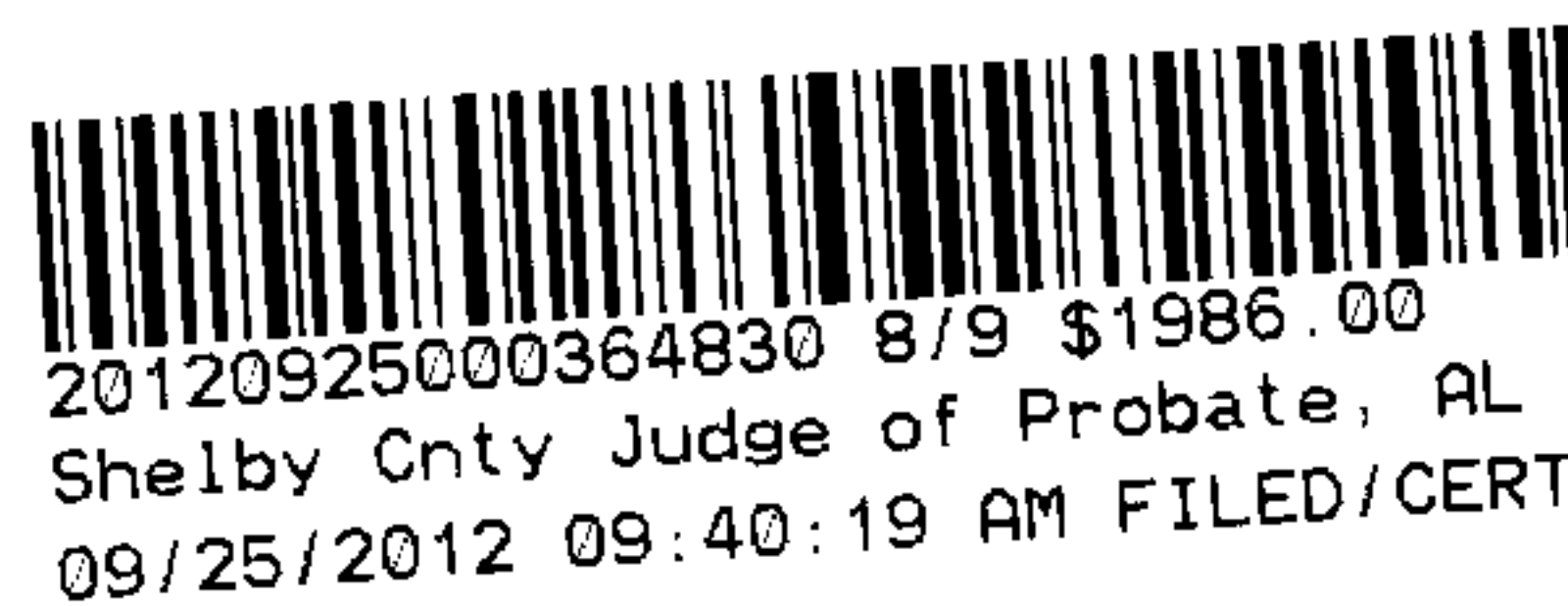
- a. 15' and 25' Landscape Buffer along the western property line (Per MB 31, PG 130A and 130B);
- b. 25' Easement along the western property line (Per Real Volume 169, PG 381);
- c. 25' Easement along the western property line (Per Real Volume 169, PG 379);
- d. 15' Landscape Buffer along the southern property line (Per MB 31, Page 130A and 130B);
- e. 10' Landscape Buffer along Doug Baker Blvd (Per MB 31, PG 130A and !#)B);
- f. 40' Building Line along Doug Baker Blvd (Per MB 31, PG 130A and 130B); and
- g. Drainage Easement across the property (Per MB 31, Page 130A and 130B).

As to Parcel 2:

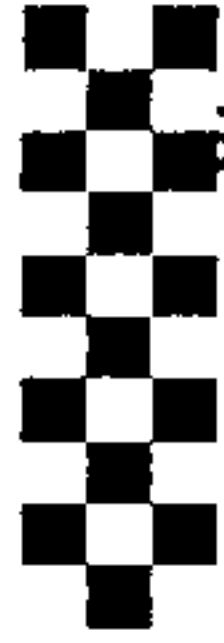
- a. 15' and 25' Landscape Buffer along the eastern property line (Per MB 31, PG 130A and 130B);
- b. Sanitary sewer lines with manholes running throughout the subject property;
- c. Various CMPs located throughout the subject property;
- d. Power boxes located on western side of the subject property;
- e. 40 Building line located along the eastern property line (Per MB 31, PG 130A and 130B);
- f. 10' Landscape Buffer along Doug Baker Blvd (Per MB 31, PG 130A and 130B);
- g. 40' Building Line along Doug Baker Blvd (Per MB 31, PG 130A and 130B); and
- h. 15' Landscape Buffer along the southern property line.

As to Parcel 5:

- a. Various RCPs with headwalls running across Parcel 5 (Tract A and Tract B);
- b. Power and telephone lines running along the southwest corner of Parcel 5 (Tract B); and
- c. Power and telephone lines running across the eastern property line of Parcel 5 (Tract B).



Shelby County, AL 09/25/2012
State of Alabama
Deed Tax: \$1950.00



Real Estate Sales Validation Form


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

Grantor's Name Redus Lee Branch LLC Grantee's Name Rushmore Lee Branch LLC
Mailing Address 3563 Philips Hwy Mailing Address 212 W. Kinzie St
601 E 6th Floor
Jacksonville FL 32207 Chicago, IL 60654
Property Address 201-1401 Doug Baker Blvd Date of Sale 9/10/12
Hoover, Alabama Total Purchase Price \$ 15,700,000.00
or
Actual Value \$ _____
or
Assessor's Market Value \$ 4,394,960.00

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


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Shelby Cnty Judge of Probate, AL
09/25/2012 09:40:19 AM FILED/CERT

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 9/13/12 Print Kimberly A. Fuller
Unattested Sarah Sign BAM
(verified by) (Grantor/Grantee/Owner/Agent) circle one