

This instrument was prepared by:

Blank Rome LLP
405 Lexington Avenue
New York, NY 10174
Attention: Martin Luskin, Esq.

Send Tax Notice To:

POH-AKF3 Riverchase LLC
c/o Adler Realty Services
1400 NW 107th Avenue; Floor 5
Miami, FL 33172

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED executed and delivered this 31st day of March, 2016, by DRA/CLP RIVERCHASE CENTER BIRMINGHAM, LLC, a Delaware limited liability company (the "Grantor"), to POH-AKF3 RIVERCHASE, LLC, a Delaware limited liability company (the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantee that certain real property situated in Shelby County, Alabama, the following described property (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all easements, rights-of-way, appurtenances or rights appertaining or in anywise belonging thereto including, without limitation, any portion of such land lying within the right-of-way of any publicly dedicated street, roadway or alleyway.

This conveyance is subject to those matters set forth on Exhibit "B" attached hereto.

\$ 20,000,000⁰⁰ of the Purchase Price recited above is being paid with the proceeds of the Mortgage recorded simultaneously herewith.

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, its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through or under the Grantor, but not further or otherwise.

[No further text on this page. Grantor's signature on following page]

Shelby County, AL 04/05/2016
State of Alabama
Deed Tax: \$10000.00



20160405000109460 1/8 \$10035.00
Shelby Cnty Judge of Probate, AL
04/05/2016 10:48:40 AM FILED/CERT

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the date first written above.

GRANTOR:

DRA/CLP RIVERCHASE CENTER BIRMINGHAM, LLC
a Delaware limited liability company

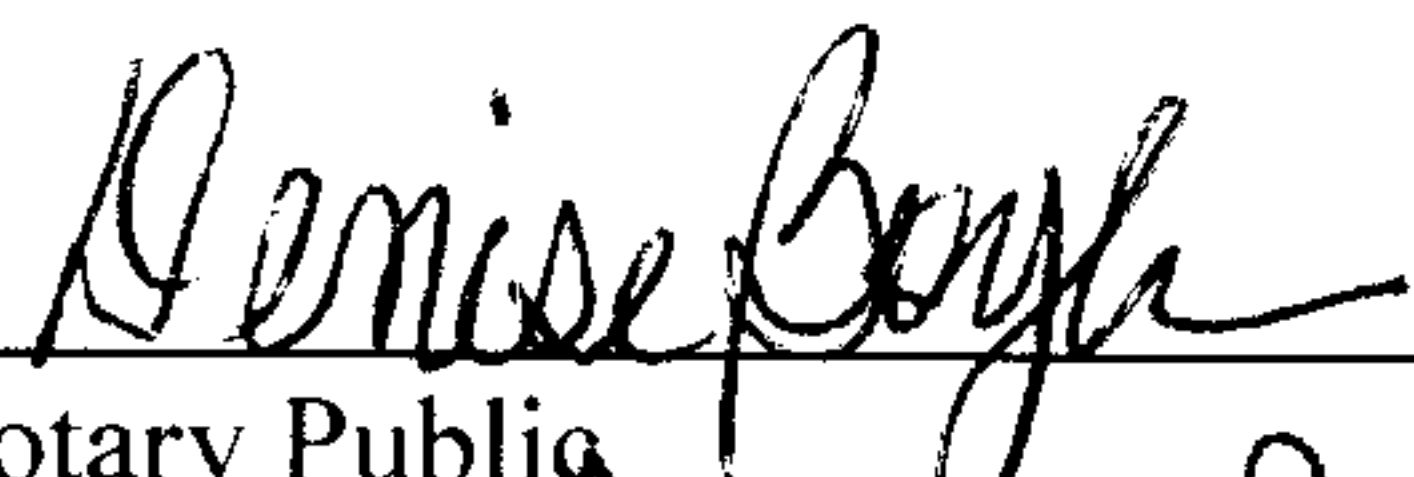
By: DRA/CLP Office LLC,
its sole member


By: G&I VI Investment DRA/CLP Office LLC,
its member

By: 
Name: **Brian T. Summers**
Title: **Vice President**

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

On this 17th day of March in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Brian T. Summers personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or ~~she~~ executed the within instrument for the purposes therein contained and further acknowledged that he or ~~she~~ is a V.P. of G&I VI INVESTMENT DRA/CLP Office LLC, a member of DRA/CLP Office LLC, the sole member of DRA/CLP RIVERCHASE CENTER BIRMINGHAM, LLC, and is authorized by said limited liability company to execute this instrument on behalf of said limited liability company.


Notary Public
Print Name: Denise Boyle
My Commission Expires: 11/03/16


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Shelby Cnty Judge of Probate, AL
04/05/2016 10:48:40 AM FILED/CERT

DENISE BOYLE
Notary Public - State of New York
NO. 01806195879
Qualified in Richmond County
My Commission Expires 11/03/16

EXHIBIT "A"
[Legal Description]

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 19, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 19; thence run West and along the South boundary of said Southeast/Northeast, a distance of 2723.44 feet; thence run Southerly and at right angles to said South boundary a distance of 84.39 feet to the point of beginning, said point of beginning lying on the South right of way of Parkway Office Circle; thence run Easterly and along said right of way (curving to the right and having a radius of 420.00 feet) a chord distance of 152.58 feet to the point of tangency of said curve; thence run Southeasterly along said right of way a distance of 229.05 feet; thence continue Southeasterly and along said right of way (curving to the left and having a radius of 930.00 feet) a chord distance of 310.16 feet to the point of tangency of said curve; thence run Easterly and along said right of way a distance of 218.73 feet; thence run Southeasterly along said right of way (curving to the right and having a radius of 570.00 feet) a chord distance of 198.98 feet to the Northeast corner of this described property; thence with an interior angle of 76°52'12" run Southwesterly a distance of a distance of 604.89 feet to the North right of way of Riverchase Office Road; thence run Northwesterly and along said right of way (curving to the left and having a radius of 300 feet) chord distance of 29.99 feet to the point of tangency of said curve; thence run Westerly and along said right of way a distance of 104.38 feet; thence run Northwesterly and along said right of way (curving to the right and having a radius of 370.00 feet) a chord distance of 170.34 feet to the point of tangency of said curve; thence run Northwesterly and along said right of way a distance of 95.64 feet; thence run Westerly and along said right of way (curving to the left and having a radius of 530.00 feet) a chord distance of 471.95 feet to the point of tangency of said curve; thence run Southwesterly and along said right of way a distance of 10.94 feet; thence Northwesterly and along said right of way (curving to the right and having a radius of 25.00 feet) a chord distance of 35.35 feet to the point of tangency of said curve; said point of tangency lying on the East right of way of Riverchase Parkway East; thence run Northwesterly and along said East right of way a distance of 30.19 feet; thence run Northwesterly and along said right of way (curving to the left and having a radius of 661.41 feet) a chord distance of 189.16 feet to a point being the Southwest corner of this described parcel; thence run Northeasterly a distance of 532.82 feet to the point of beginning.

Situated in Shelby County, Alabama

PARCEL II:

Lot 1-A, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, page 99, being a resurvey of Lot 1 of Riverchase Office Park

Phase II, as recorded in Map Book 14, page 77, in the Probate Office of Shelby County, Alabama,

PARCEL III:

Lot 1-B, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in

Map Book 14, page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, page 77, in the Probate Office of Shelby County, Alabama,

TOGETHER WITH rights of title and interest in and to that certain easement as set out in the Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement dated December 3, 1990, filed for record December 20, 1990, recorded in Book 323, page 96, in the Probate Office of Shelby County, Alabama.

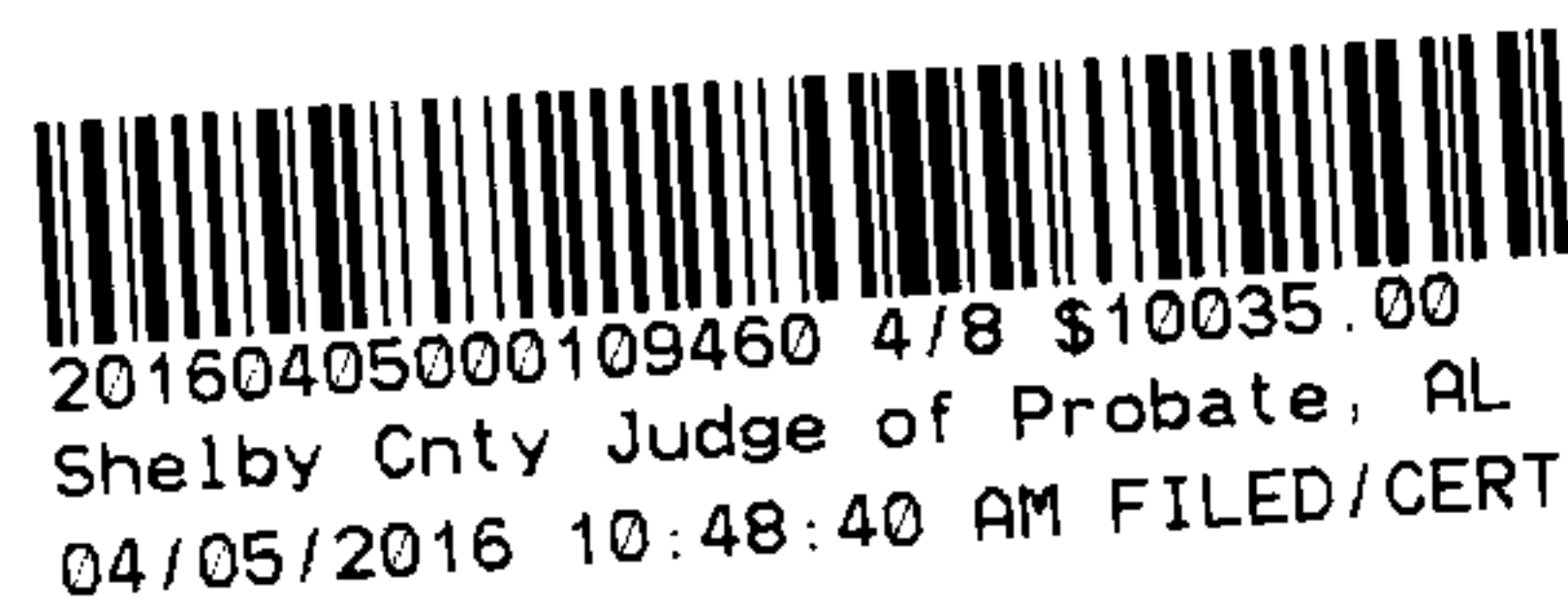


EXHIBIT "B"

[Permitted Exceptions]

1. All taxes and assessments for the year 2016 and subsequent years, not yet due and payable.
2. Any state of facts shown on the survey prepared by Thomas E. Belcher of U.S. Surveyor, dated August 3, 2007, last revised June 6, 2007, and any subsequent state of facts a survey or inspection may reveal.
3. Rights or claims of parties in possession.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Taxes or special assessments which are not recorded as existing liens in the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto.
8. Easement granted Alabama Power Company by instrument dated March 5, 1984 and recorded in Deed Book 357, Page 98.
9. Agreement by and between Alabama Power Company and The Harbert-Equitable Joint Venture dated April 23, 1976 and recorded in Miscellaneous Book 15, Page 401.
10. Agreement by and between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama dated April 26, 1977 and recorded in Miscellaneous Book 19, Page 690, as amended by instrument dated October 27, 1981 and recorded in Miscellaneous Book 43, Page 82 and further amended by instrument dated September 19, 1983 and recorded in Real Book 16, Page 64.
11. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Miscellaneous Book 15, Page 189, as amended by Amendment dated April 20, 1987 and recorded in Miscellaneous Book 15, Page 189 and further amended and restated by Amendment dated April 26, 1977 and recorded in Miscellaneous Book 19, Page 633.
12. Restrictions as to use office and warehouse set out in Deed dated January 17, 1984 and recorded in Deed Book 352, Page 742.
13. 15 foot utility and drainage easement as shown on plat recorded in Map Book 14, Page 77 and plat recorded in Map Book 14, Page 99.
14. 35 foot building setback line as shown on plat recorded in Map Book 14, Page 77 and plat recorded in Map Book 14, Page 99.
15. 20 foot sewer easement as shown on plat recorded in Map Book 14, Page 99.
16. Rights and easements granted Alabama Power Company by instrument dated November 26, 1986 and recorded in Real Book 106, Page 124.
17. Restriction as to use as office and warehouse contained in Deed dated August 20, 1985 and recorded in Real Book 38, Page 384.
18. Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement by ROSC Associates Joint Venture dated December 3, 1990 and recorded in Real 323, Page 96.

19. Restriction as to use as office and warehouse contained in Deed dated November 3, 1981 and recorded in Deed Book 336, Page 476 and as amended by Modification of Restrictions dated March 30, 1982 and recorded in Miscellaneous Book 44, Page 575.
20. Utility and sanitary sewer easements shown on survey attached as Exhibit "A" to Deed recorded in Deed Book 336, Page 476 as affected by partial vacation as shown on plat recorded in Map Book 14, Page 77.
21. Easement granted Alabama Power Company by instrument dated January 30, 1991 and recorded in Real Property Book 337, Page 710.



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Shelby Cnty Judge of Probate, AL
04/05/2016 10:48:40 AM 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:

DRA/CLP RIVERCHASE CENTER BIRMINGHAM, LLC
c/o DRA Advisors LLC
220 East 42nd Street
New York, New York 10017
Attention: Dean Sickles

Grantee's Name:

POH-AKF3 Riverchase, LLC
200 South Park Road, Suite 301
Hollywood, Florida 33021
Attention: David Garfinkle and Craig Sternberg

Property Address:

2100, 2200 and 2300 Riverchase Center
Birmingham, AL

Date of Sale: 3/31, 2016

Total Purchase Price: \$30,000,000.00

-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).

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Shelby Cnty Judge of Probate, AL
04/05/2016 10:48:40 AM FILED/CERT

IN WITNESS WHEREOF, Grantor has caused this Real Estate Sales Validation Form to be executed as of _____, 2016 in accordance with *Code of Alabama 1975, Section 40-22-1*.

DRA/CLP RIVERCHASE CENTER BIRMINGHAM, LLC
a Delaware limited liability company

By: DRA/CLP Office LLC,
its sole member

By: G&I VI Investment DRA/CLP Office LLC,
its member

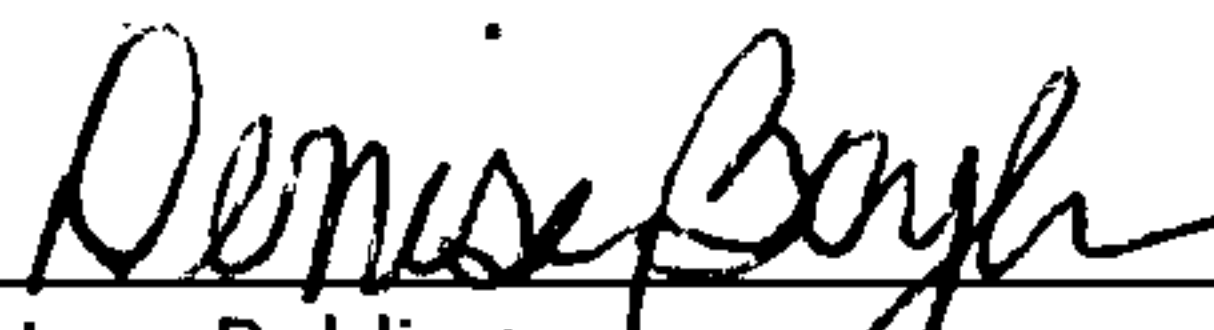
By: 
Name: **Brian T. Summers**
Title: **Vice President**

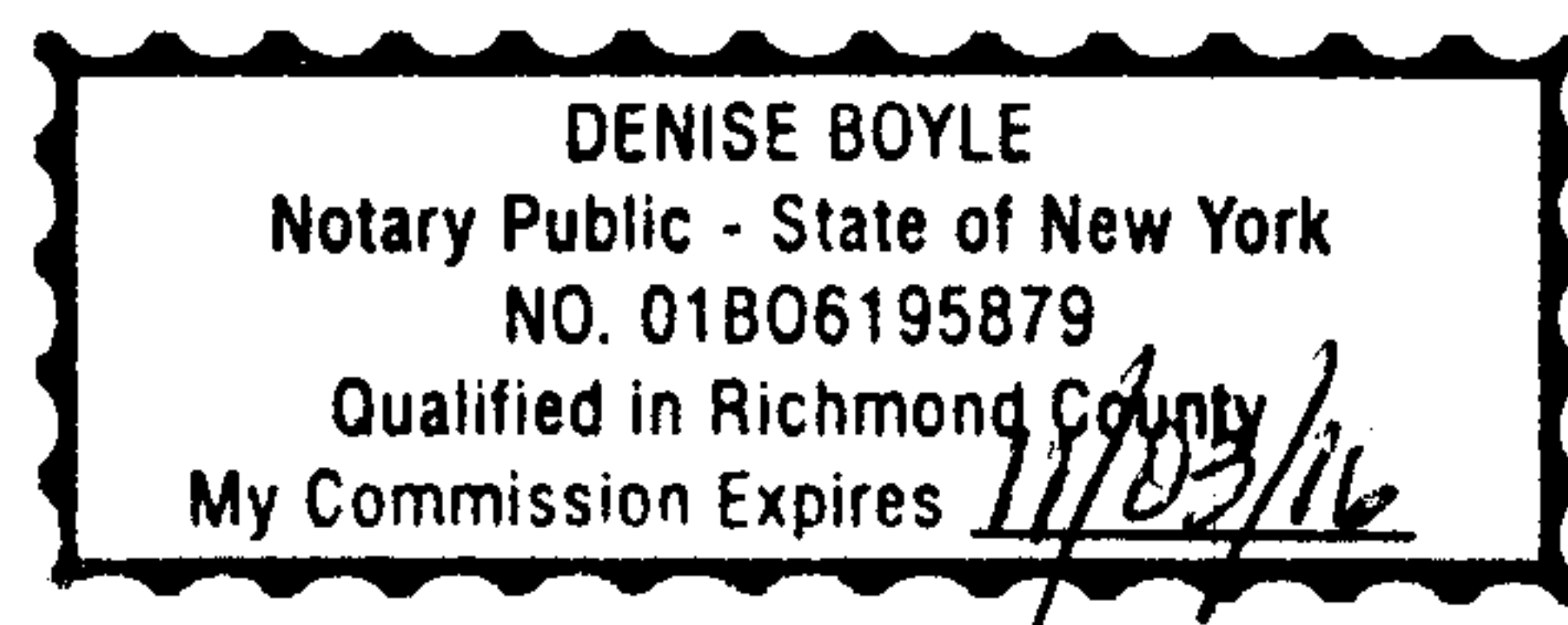
STATE OF NEW YORK)


SS.:

COUNTY OF NEW YORK)

On this 17th day of March in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Brian T. Summers personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the within instrument for the purposes therein contained and further acknowledged that he or she is a V.P. of G&I VI INVESTMENT DRA/CLP Office LLC, a member of DRA/CLP Office LLC, the sole member of DRA/CLP RIVERCHASE CENTER BIRMINGHAM, LLC, and is authorized by said limited liability company to execute this instrument on behalf of said limited liability company.


Notary Public
Print Name: Denise Boyle
My Commission Expires: 11/03/16




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