

This instrument was prepared by:

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200 Public Square, Suite 2300  
Cleveland, Ohio 44114


Send Tax Notice to:

DRA Fund Acquisition LLC  
220 East 42nd Street – 27th Floor  
New York, New York 10017  
Attn: Brett Gottlieb

STATE OF ALABAMA )

COUNTY OF SHELBY )

**STATUTORY WARRANTY DEED**

  
20161014000377760 1/8 \$14936.00  
Shelby Cnty Judge of Probate, AL  
10/14/2016 11:17:50 AM FILED/CERT

**KNOW ALL MEN BY THESE PRESENTS,**

**THAT IN CONSIDERATION** of the Ten Dollars (\$10.00) and other valuable consideration in hand paid by **GS II BROOK HIGHLAND, LLC**, a Delaware limited liability company (hereinafter referred to as the “*Grantee*”) to **G&I IX BROOK HIGHLAND LLC**, a Delaware limited liability company (hereinafter referred to as the “*Grantor*”), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee, all those certain tracts or lots of land lying in Shelby County, Alabama, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “*Property*”), under and subject to the matters set forth on Exhibit B attached hereto (the “*Permitted Encumbrances*”).

**TOGETHER WITH** all 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.

**TO HAVE AND TO HOLD**, to the said Grantee, its successors and assigns forever.

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

Grantee, on behalf of itself and all future owners and occupants of the Property, hereby waives and releases Grantor from any claims for recovery of costs associated with conduct of any voluntary action or any remedial responses, corrective action or closure under any applicable federal, state or local environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances.

\$40,100,000.00 of the consideration for this Deed is being financed by a loan secured by a mortgage executed and filed for record simultaneously herewith, and on which mortgage tax

Shelby County: AL 10/14/2016  
State of Alabama  
Deed Tax: \$14900.00

under Section 40-22-2 of the Alabama Code is being paid.

Pursuant to the provisions of Alabama Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:

GS II Brook Highland, LLC  
c/o DDR Corp.  
3300 Enterprise Parkway  
Beachwood, Ohio 44122  
Attn: General Counsel

Grantee's Name and Mailing Address:


DRA Fund Acquisition LLC  
220 East 42nd Street – 27th Floor  
New York, New York 10017  
Attn: Brett Gottlieb

Property Address: 5291 U.S. 280, Birmingham, Alabama 35242

Purchase Price: \$55,000,000.00

Date of Sale: October 7, 2016

*[Remainder of this page intentionally left blank; signature and acknowledgment follow]*

  
20161014000377760 2/8 \$14936.00  
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20161014000377760 3/8 \$14936.00  
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## EXHIBIT A

### Brook Highland 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 Probate 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, pages 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:

(i) Declaration of Easements and Restrictive Covenants (Brook Highland Development-1.35 acre Out Parcel) by AmSouth bank, N.A., as Ancillary Trustee for NBNC National Bank of North Carolina, as trustee for the Public Employees Retirement System of Ohio, dated 8/2(1990, and recorded in Real 307, Page 985, in the Probate Office of Shelby County, Alabama.

(ii) 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.

#### ALSO:

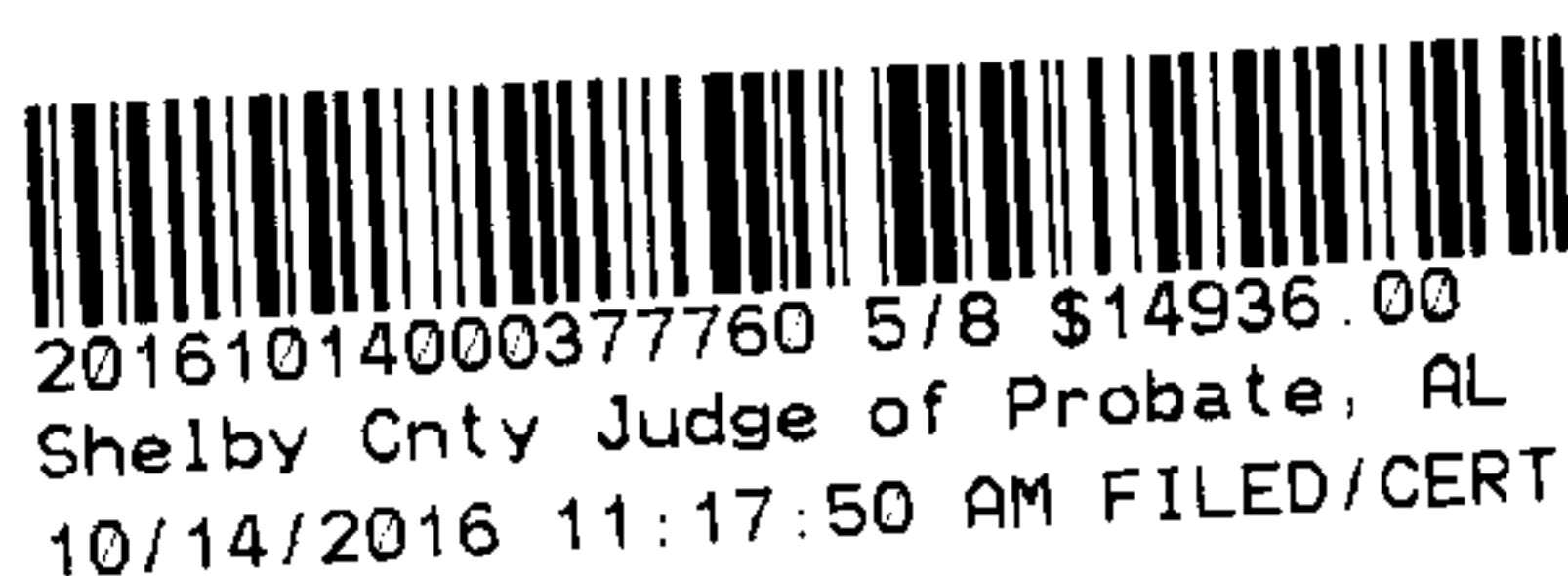
All beneficial rights in easements granted to Developers Diversified of Alabama, Inc., an Alabama corporation by the "Easement Agreement" dated 12-30-1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., as recorded in Instrument 1994-37773, in the Probate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

  
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## EXHIBIT B

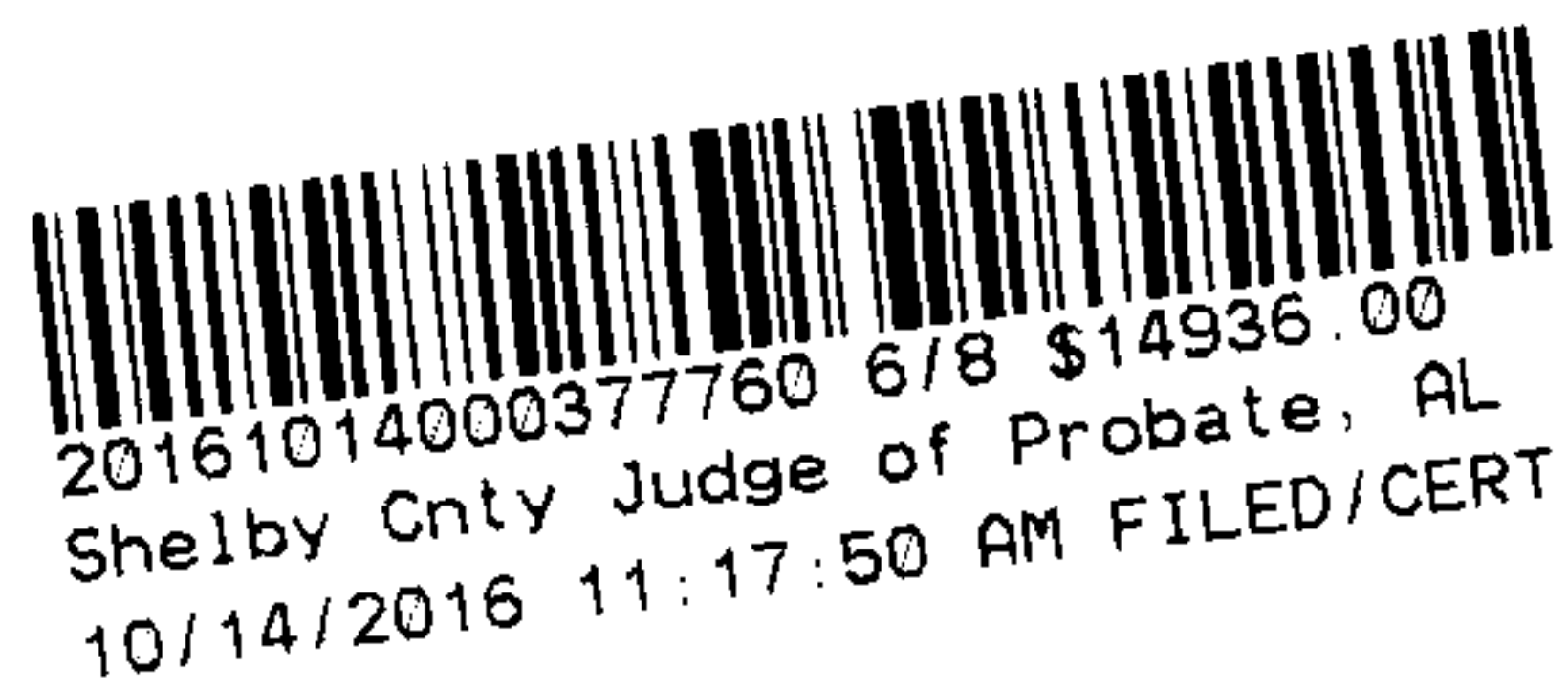
### Permitted Encumbrances

1. Zoning and building ordinances applicable to the Property.
2. All real estate taxes and assessments, both general and special, not yet due and payable or which are payable directly to a taxing authority by a tenant under a Lease.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject premises.
4. Easement to D & D Water Renovation Systems, Inc. recorded in Real107, page 968 and Map Book 16, page 102, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
5. Rights of Alabama State Land Company and its successors and assigns in and to the mineral rights within and underlying the insured premises, as more particularly set out in that certain deed recorded in Deed Book 28, page 581, in the Probate Office of Shelby County, Alabama.
6. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions, recorded in Real 307, page 950, in the Probate Office of Shelby County, Alabama.
7. Transmission line permit to Alabama Power Company, as recorded in Deed Book 112, page 134, as amended by the containment certification letter from Alabama Power Company dated 10-14-93, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
8. Declaration of Easements and Restrictive Covenants (Brook Highland Development - 1.30 acre Out Parcel), recorded in Real 307, page 985, in the Probate Office of Shelby County, Alabama.
9. Declaration of Protective Covenants which relate to the Watershed Property and the maintenance thereof, as set out by instrument recorded in Real 194, page 54, in the Probate Office of Shelby County, Alabama.
10. Permit to Southern Bell Telephone and Telegraph Company recorded in Deed Book 349, page 865, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.

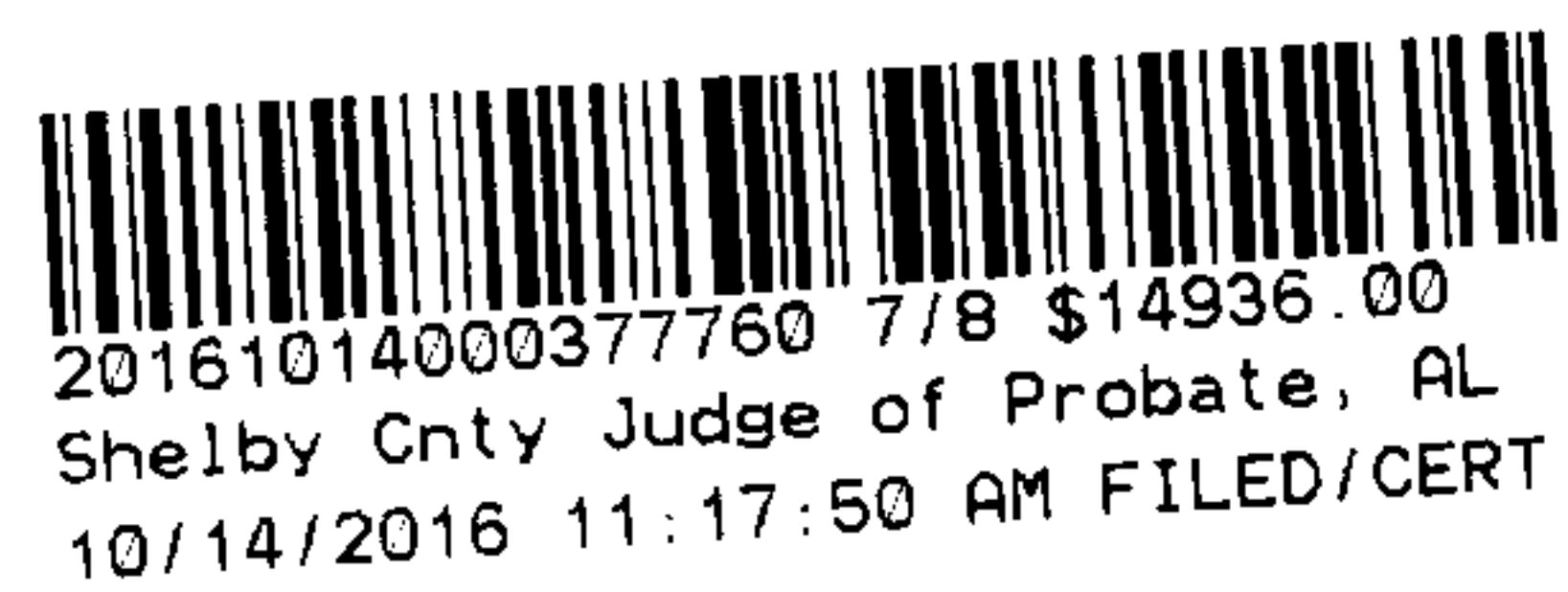




11. Restrictions and conditions as set out in that certain deed recorded in Real308, page 1; Real220, page 339 and Instrument 1992-14567, in the Probate Office of Shelby County, Alabama.
12. Sign Easement Agreement recorded in Instrument 1993-32519, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
13. Sewer Easement Agreement recorded in Instrument 1993-32518, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
14. Declaration of Sign Easement recorded in Instrument 1993-32516, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
15. Easement to the Water Works and Sewer Board of the City of Birmingham, recorded in Instrument 1993-32517 and Instrument 1998-49511, in the Probate Office of Shelby County, Alabama.
16. Restrictions appearing of recorded in Instrument 1993-32511 and Instrument 20020809000378390, in the Probate Office of Shelby County, Alabama.
17. Required Approvals by Architectural Review Committee recorded in Instrument 1993-32514, in the Probate Office of Shelby County, Alabama.
18. Covenant, restrictions, building setback line, rear-yard setback line, utilities easements, maintenance easements, access easement, all as shown and set out on the map and plat of Brook Highland Plaza Resurvey, a Resurvey of Lots 1 and 2, Brook Highland Plaza as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama, as the aforesaid setbacks and easements are shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
19. The non-beneficial covenants, easements, rights, duties and burdens as to the Insured(s) herein, as set out in that certain Easement Agreement recorded in Instrument 1994-37773 and Instrument 1995-27233, in the Probate Office of Shelby County, Alabama
20. Declaration of Restrictive Covenants in regard to usage of "out parcels" as set out in Instrument 1994-22322, in the Probate Office of Shelby County, Alabama.
21. Rights of tenants, if any, as tenants only, under unrecorded leases pursuant to the rent roll delivered by Grantor to Grantee, with no options to purchase and no right of first refusal.
22. Easement to Water Works Board of the City of Birmingham recorded in Instrument 1995-6233 and Instrument 1995-6234, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.



23. Terms and conditions of that certain Easement Agreement recorded in Instrument 1993-32515 and Instrument 1995-3022, in the Probate Office of Shelby County, Alabama.
24. Agreement as recorded in Instrument 1999-23930, in the Probate Office of Shelby County, Alabama.
25. Right of way to the Water Works and Sewer Board recorded in Instrument 20020927000466140, in the Probate Office of Shelby County, Alabama.
26. Right of Way granted to Alabama Power Company by instrument recorded in Instrument 20080709000277130 in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
27. Right of way to Birmingham Water Works and Sewer Board, recorded in Instrument 20030423000250340 and Instrument 20021028000531270, in the Probate Office of Shelby County, Alabama, as shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
28. Easement to Alabama Power Company recorded in Instrument 20140428000124970, in the Probate Office of Shelby County, Alabama.
29. Covenant, restrictions, building setback line, rear-yard setback line, utilities easements, maintenance easements, access easement, all as shown and set out on the map and plat of 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, as the aforesaid setbacks and easements are shown on survey by American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
30. Required Approvals by the Architectural Review Committee, recorded in Instrument 1993-32513, in the Probate Office of Shelby County, Alabama.
31. Restrictions, Covenants and Conditions as set out in Agreement between AmSouth Bank, NA, as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Woman's Missionary Auxiliary to Southern Baptist Convention dated 8/31/1990 and recorded in Real Book 309, page 317, in the Probate Office of Shelby County, Alabama and as shown on Survey of Carr & Associates Engineers, Inc., dated 12/21/1994, as amended by Amendment recorded in Instrument 1993-32510, in said Probate Office.
32. Exceptions as disclosed by the survey of American National dated 5/13/2016, last revised 10/6/2016, designated as Job Ref 16-565.
33. Terms and conditions of that certain Net Ground Lease by and between Developers Diversified of Alabama, Inc. and Brook Highland Limited Partnership as evidenced by Memorandum of Net Ground Lease (Pad B) filed for record 9/27/1995, recorded in Instrument 1995-27244, in the Probate Office of Shelby County, Alabama, and any and all amendments thereto. (Pad B)





34. Terms and conditions of that certain Ground Lease Agreement dated 8/9/2002 by and between Developers Diversified of Alabama, Inc. and Lowe's Home Centers, Inc., a North Carolina corporation, filed for record 8/9/2002, recorded in Instrument 20020809000378380, in the Probate Office of Shelby County, Alabama, and any and all amendments thereto. (Lowe's)
35. Terms and conditions of that certain Lease Agreement dated 3/31/2004 by and between GS II Brook Highland, LLC, a Delaware limited liability company and Hancock Fabrics, Inc., filed for record 6/28/2004, recorded in Instrument 20040628000363370, in the Probate Office of Shelby County, Alabama, and any and all amendments thereto. (Hancock)
36. Terms and conditions of that certain Lease Agreement dated 3/23/2006 by and between GS II Brook Highland, LLC, a Delaware limited liability company and Dick's Sporting Goods, Inc., a Delaware corporation, filed for record 5/2/2006, recorded in Instrument 20060502000205370, in the Probate Office of Shelby County, Alabama, and any and all amendments thereto. (Dick's)
37. Terms and conditions of that certain Lease Agreement dated 5/17/1996 by and between Developers Diversified of Alabama, Inc. and Stein Mart, Inc., filed for record 5/1/2014, recorded in Instrument 20140501000129400, amended in Instrument 20140501000129410 in the Probate Office of Shelby County, Alabama, and any and all amendments thereto. (Stein Mart)

