

STATE OF ALABAMA)
SHELBY COUNTY)

**RELEASE OF RECORDED LIEN, SETTLEMENT AGREEMENT AND SUPPLIER'S RELEASE, UNCONDITIONAL AFFIDAVIT
OF CLAIMS AND
AFFIDAVIT OF UNCONDITIONAL COMPLETE RELEASE OF CLAIMS, LIENS AND BOND CLAIMS**

Contractor: The Stewart/Perry Company, Inc. ("Contractor")
Project: Best Buy located at Brook Highland Plaza – 5201 Highway 2801, Birmingham, AL 35242
Supplier: World Electric Supply, Inc., ("Supplier")
Contractor's Subcontractor: HERSA Group USA, Inc ("Contractor's Subcontractor" or "Hersa")
Owner: G&I IX Brook Highland, LLC ("Owner")
The Stewart/Perry Company's Surety: Philadelphia Indemnity Insurance Company ("Surety")

Know All Men By These Presents, that the undersigned World Electric Supply, Inc., releases the lien attached as Exhibit A related to the property located at 5201 Highway 2801 Birmingham, Alabama situated in Shelby County, Alabama.

The lien being release is recorded in the office of the Judge of Probate Court of Shelby County, Alabama bearing Instrument No. 20210601000265160 and the undersigned does hereby release and satisfy said lien.

In consideration of the premises, good and valuable consideration, and payments made to Supplier, the Supplier does hereby for itself, its successors and assigns, release, quitclaim, and discharge Contractor, , Owner, Contractor's surety, all sureties of Stewart Perry including but not limited to Philadelphia Indemnity Insurance Company and any lender for the Project and any, lenders, sureties, owners or lessees of the Projects from any and all claims, liens, damages, actions, causes of action, expenses, suits or other demands in any way arising from any obligations for payment or otherwise by Contractor arising out of or related to the Project. Supplier also acknowledges receipt of payment, and completely releases all claims, for interest, costs, attorneys' fees, delay, inefficiency, acceleration, extra work, change directives, or any other causes of action, expenses, or other demands in any way arising out of or related to the Project except as to HERSA. Further, Supplier hereby warrants that all of its laborers, suppliers of material and equipment, materialmen, subcontractors (if any), or any other performers of work, labor, or services (if any) have been completely paid and that Supplier does not have any liens or encumbrances or the right to assert liens or encumbrances against any properties of the owner of the Project, arising in any manner out of the goods or materials supplied, work, actions or inactions of Supplier.

In Witness Whereof, the undersigned has caused these presents to be executed this 1st day of SEPT., 2021.

SUPPLIER NAME: World Electric Supply, Inc.

BY: [Signature]

TITLE: REGIONAL CREDIT MGR.

Before me, the undersigned, a notary public in and for the County of GWINNETT, State of GEORGIA, personally appeared KREIGHTON STRASS, who being duly sworn, doth depose and say: That he/she has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me on
this the 1st day of SEPTEMBER, 20 21.

Notary Public: [Signature]

My Commission Expires: _____

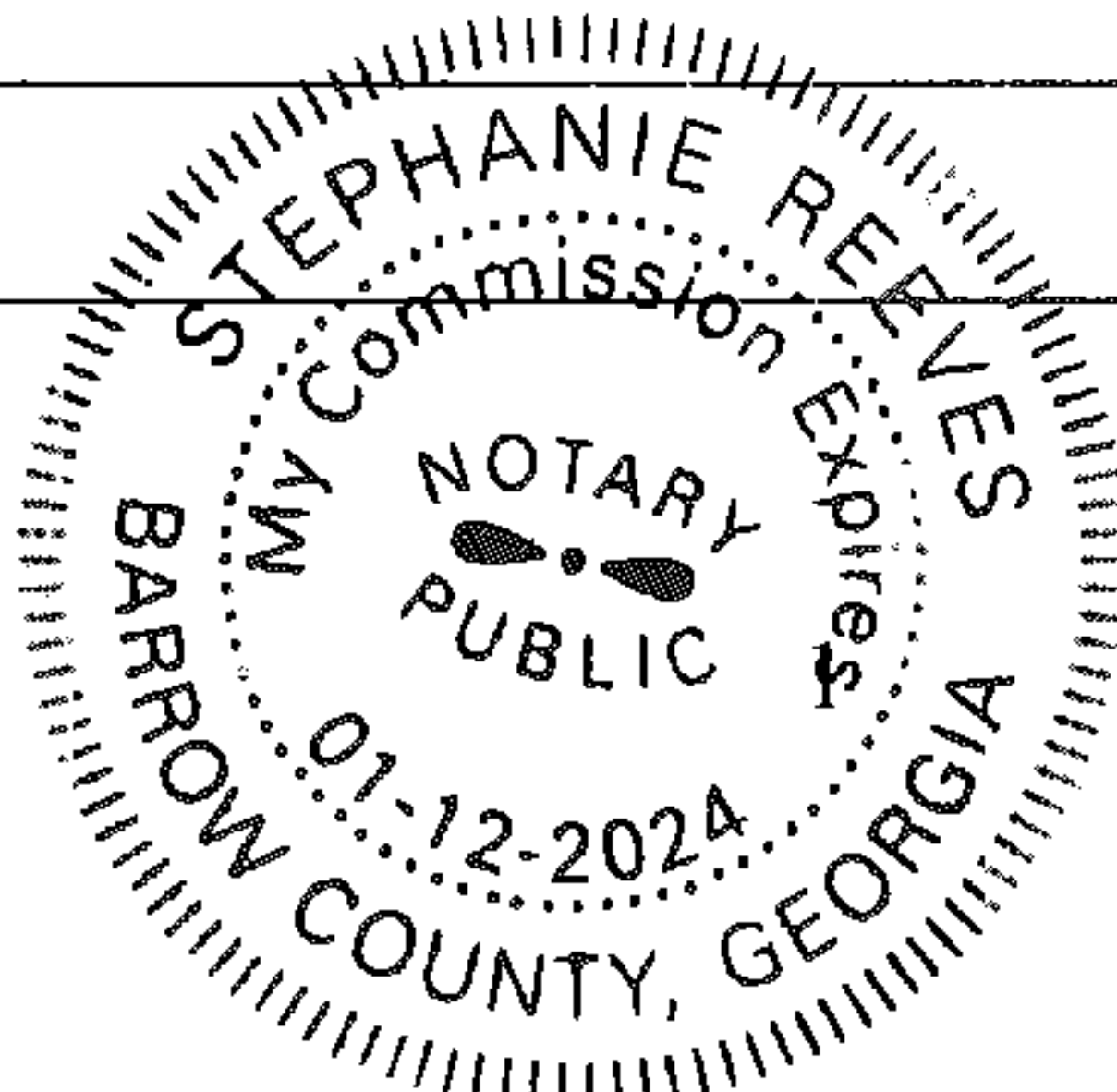
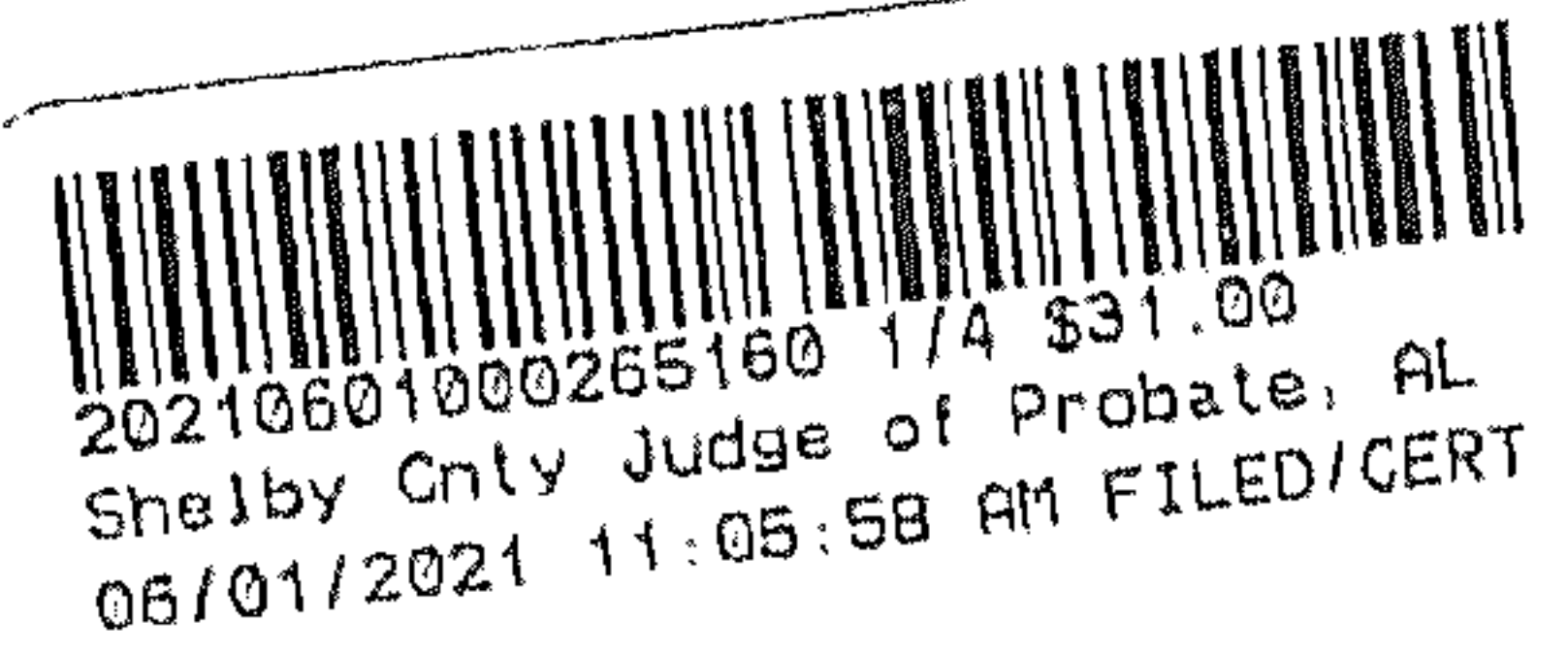


Exhibit A



Return to: Gady C. Zeewy, Esq
Levy & Zeewy, LLC
1862 Independence Square, Suite D
Atlanta, Georgia 30338

VERIFIED STATEMENT OF LIEN

STATE OF ALABAMA

COUNTY OF SHELBY

World Electric Supply, Inc., files this statement in writing, verified by the oath of Gady C. Zeewy, who has knowledge of the facts herein set forth:

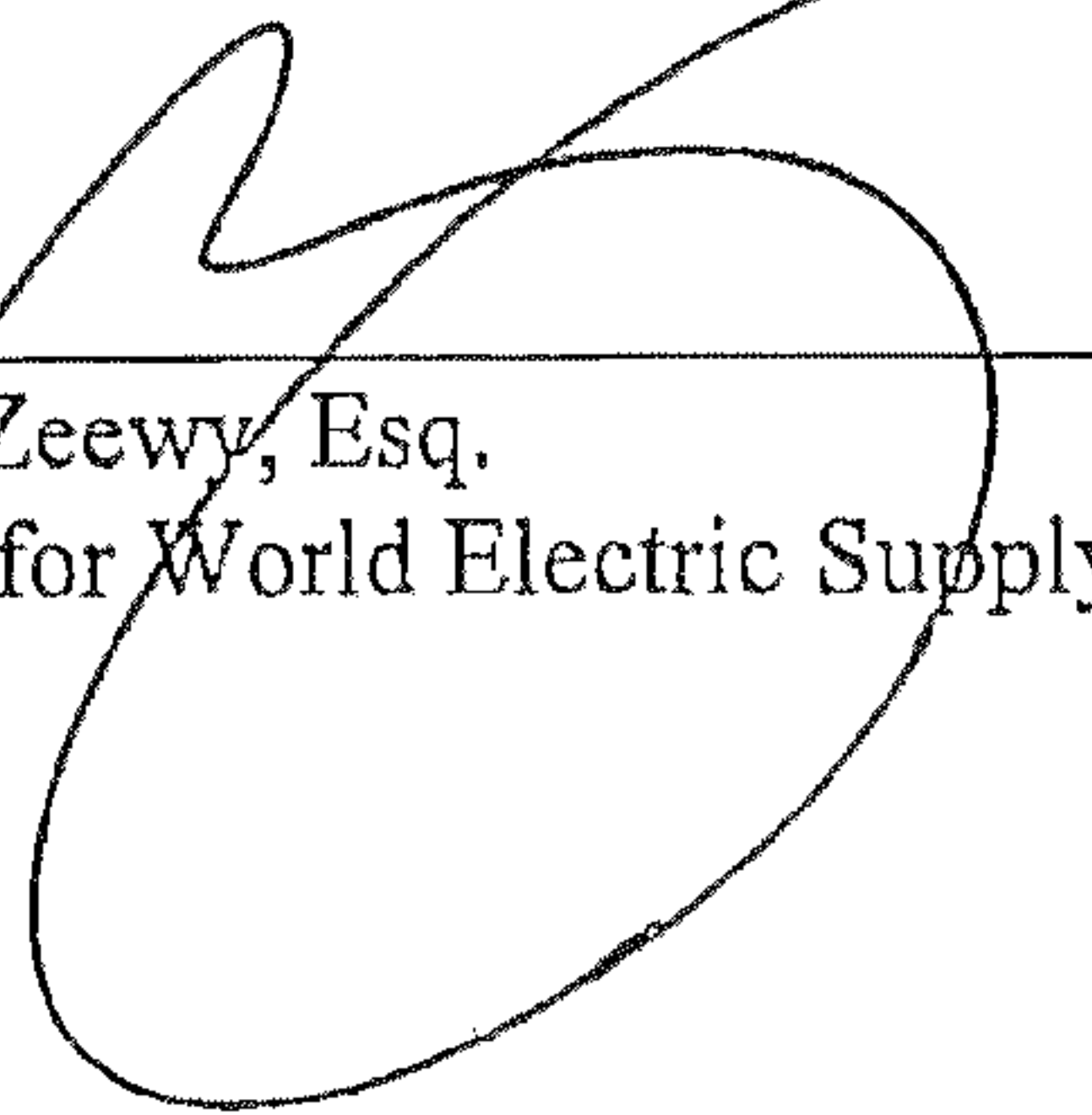
That said World Electric Supply, Inc., a material supplier, whose address is 2375 Button Gwinnett Dr., Suite 100, Atlanta, Georgia 30340, claims a lien, after all just credits have been given, to secure an indebtedness of Twenty Five Thousand Three Hundred Sixty Nine and 15/100ths Dollars (\$25,369.15), plus additional interest thereon at the rate of 18 % per annum, separately and severally, upon certain buildings or structures, the premises or real estate upon which it is erected or built, and improvements thereon of G&I IX BROOK HIGHLAND, LLC, the owner or proprietor of said property, whose address is 220 East 42nd Street, 27th Floor, New York, New York 10017, and BESTBUY CO., INC., the lessee of said property, whose address is 7075 Flying Cloud Drive, Eden Prairie, Minnesota 55344, for satisfaction of a claim which became due on March 22, 2021, which is the same as the last date the labor, services, and electrical materials were supplied to the premises, for building, repairing, improving, or furnishing materials, labor and/or services for said buildings or structures, said premises or real estate, and said improvements thereon, by the undersigned to and at the instance of HERSA Group USA, Inc., whose address is 5111 South Royal Atlanta Drive, Tucker, Georgia 30084. Said buildings or structures, said premises or real estate, and said improvements thereon are lying and being in Shelby County, Alabama, and located at 5201 U.S.

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Highway 280, Birmingham, Alabama 35242, being more particularly described in composite Exhibit
"A" attached hereto and incorporated herein by reference.

Dated this 20th day of May, 2021.

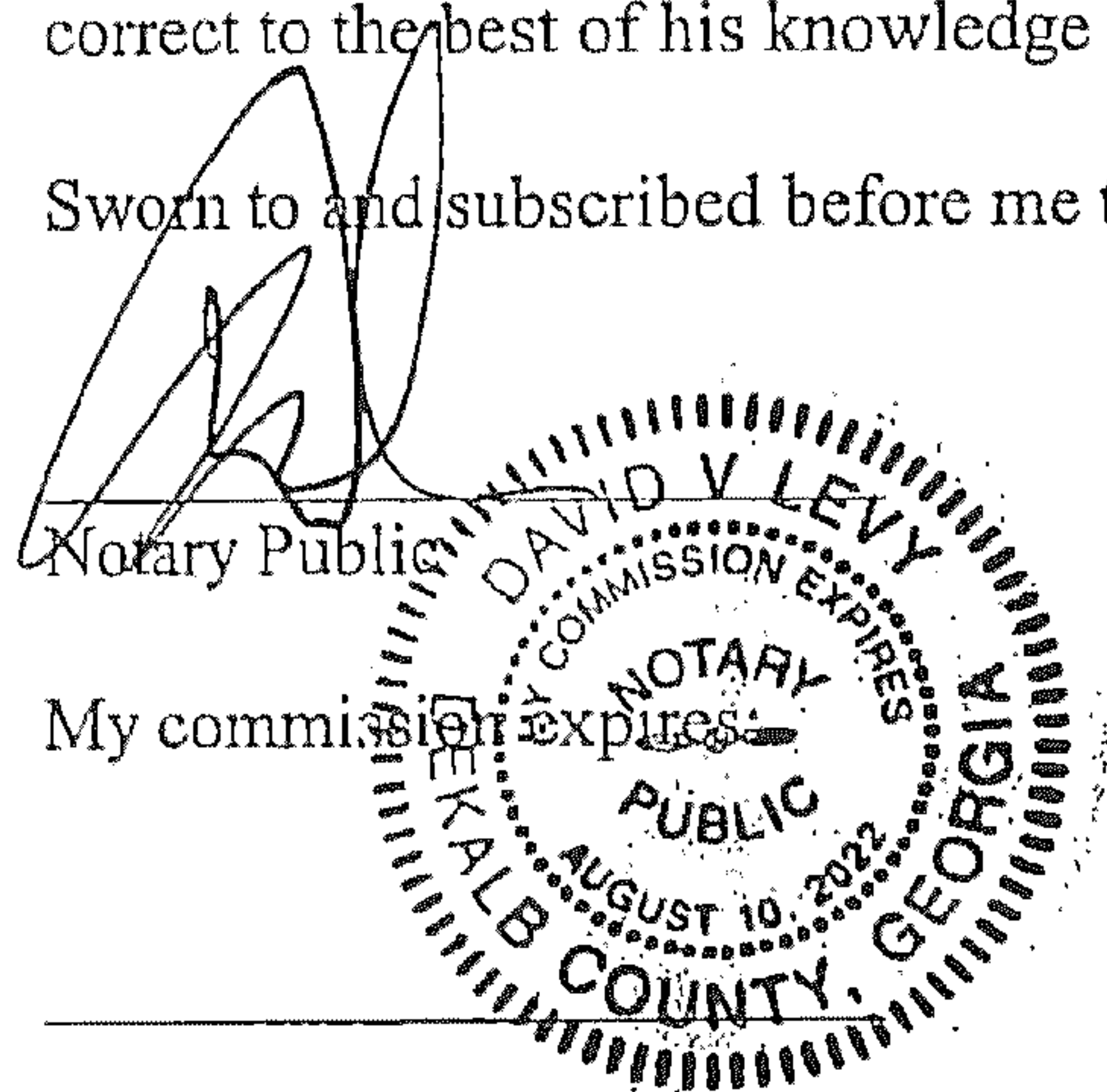
WORLD ELECTRIC SUPPLY, INC.

By: 
Gady C. Zeewy, Esq.
Attorney for World Electric Supply, Inc.

LEVY & ZEEWY, LLC
1862 Independence Square, Suite D
Atlanta, Georgia 30338
ph: (678) 281-3000
fax: (678) 281-3001

Before me, the undersigned, a notary public in and for the County of DeKalb, State of Georgia,
personally appeared Gady C. Zeewy who being duly sworn, doth depose and say: That he has
knowledge of the facts set forth in the foregoing statement of lien, and that the same is true and
correct to the best of his knowledge and belief.

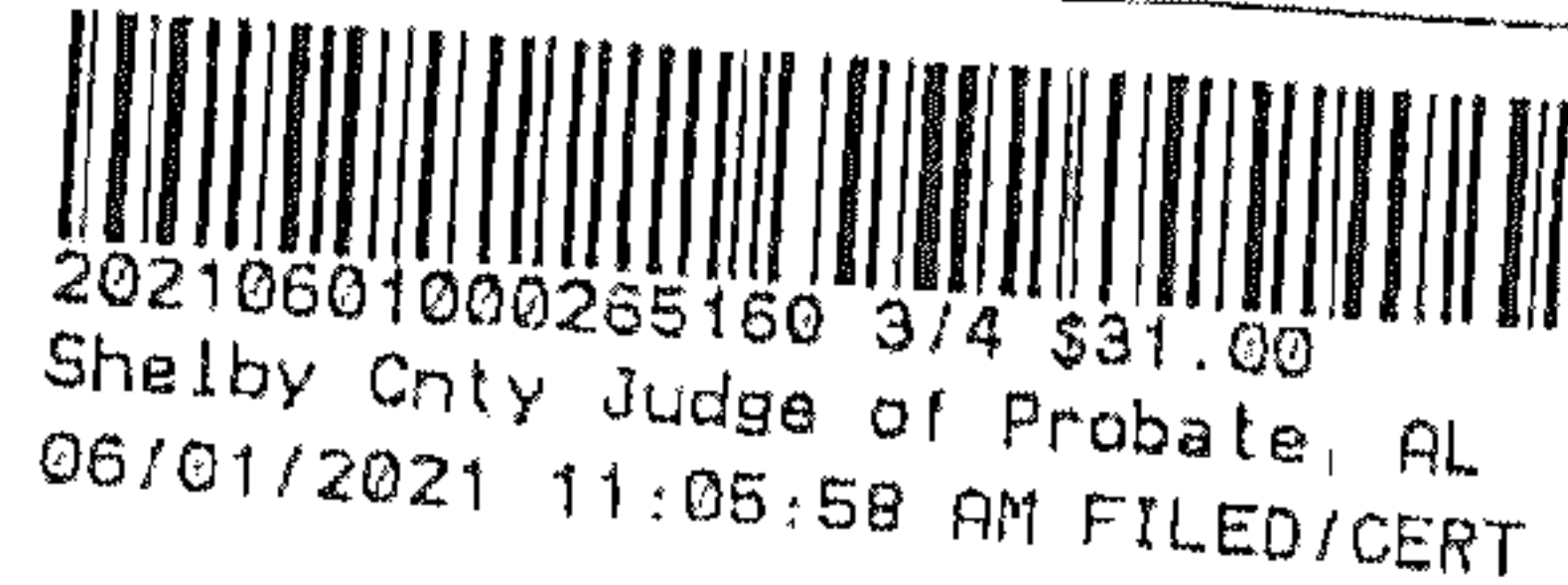
Sworn to and subscribed before me this 20th day of May, 2021.



[NOTARIAL SEAL]



20210601000265160 2/4 \$31.00
Shelby Only Judge of Probate, AL
06/01/2021 11:05:58 AM FILED/CERT



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 Amended Map 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:

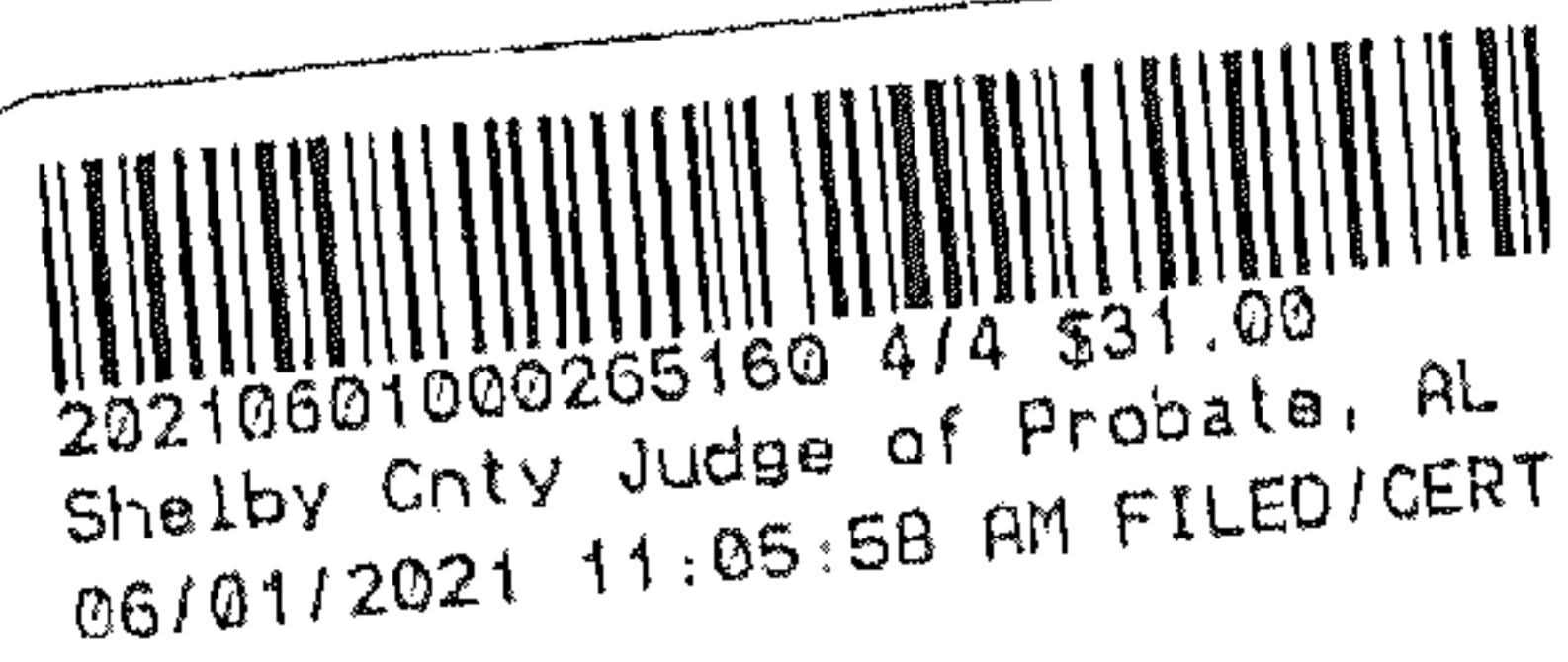
(I) Declaration of Easements and Restrictive Covenants (Brook Highland Development-1.35 acre Out Parcel) by AmSouth bank, N.A., as Ancillary Trustee for NBNC National Bank of North Carolina, as trustee for the Public Employees Retirement System of Ohio, dated 8/2/1990, and recorded in Real 307, Page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

EXHIBIT

"A"

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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 and in Instrument 1995-27233, in the Probate Office of Shelby County, Alabama.

Non-exclusive; perpetual right and easement in and to the common property as described in Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Book 307, page 950, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/22/2021 03:47:26 PM
\$39.00 JOANN
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Allen S. Bayl

EXHIBIT "A"
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