

SPECIAL WARRANTY DEED

Excise Tax: \$5,500.00

Parcel ID No. 0330886

Prepared by and Mail to: Tonya B. Powell, Shanahan McDougal, PLLC, 128 E. Hargett Street, Suite 300, Raleigh, NC 27601

Brief description for the Index: 1480 N. Main Street, Fuquay-Varina, NC

THIS SPECIAL WARRANTY DEED is made effective as of this 9th day of October, 2018, by and between Marco Polo, Inc. a California corporation authorized to transact business in North Carolina (the "Grantor"), and Elite Roc Properties, LLC a North Carolina limited liability company having an address at Elite Roc Properties, LLC c/o David Hilton, 7320 Six Forks Road, #100, Raleigh, NC 27615 (the "Grantee").

W I T N E S S E T H:

That Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all of those certain parcels of land situated in Wake County, North Carolina, and more particularly described as follows (the "Property"):

See attached Exhibit "A" and Exhibit "B" hereto attached referenced and incorporated

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple, subject to the use restrictions and the Permitted Exceptions hereinafter stated.

And Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under, or through Grantor, except for the exceptions set forth on Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions").

Grantor acquired the Property by instrument recorded in Book 13007, Page 1115, in the Wake County Registry.

The Property herein conveyed does not include the primary residence of the Grantor.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter, as required by the context.

[Signature pages and notary acknowledgements follow]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized representatives, to be effective as of the day and year first above written.

MARCO POLO, INC.

By: [Signature]
Name: Michael LaFever
Title: Chief Financial Officer

By: [Signature]
Name: Tony Rowe
Title: Chief Executive Officer

State of New York }

County of New York }

On 10-4-18 before me, William B Ponsot
Date Notary Printed Name

personally appeared Michael LaFever who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

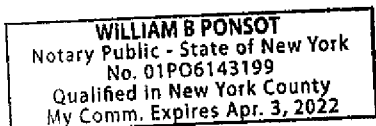
Witness my hand and Notarial stamp or seal this 4 day of Oct., 2018.

[Signature]
Notary Public

William B Ponsot
Notary's Printed or Typed Name

My Commission Expires: 040322

[Affix Notary Seal]



State of New York }

County of New York }

On 10-4-18 before me, William B Ponsot
Date Notary Printed Name

personally appeared Mr Henry Devel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and Notarial stamp or seal this 4 day of Oct, 2018.

[Signature]
Notary Public

[Affix Notary Seal]

William B Ponsot
Notary's Printed or Typed Name

My Commission Expires: 04-3-22

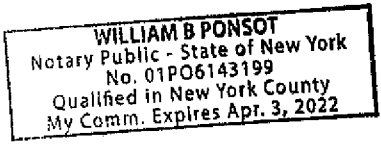


Exhibit A
Legal Description

Lying and being situate in Wake County, NC, and being more particularly described as follows:

BEING all of Lot 5A, containing 1.441 acres, as shown on that plat entitled "Sub-division Map for Lakestone Village," recorded in Book of Maps 2004, Page 1783, Wake County Registry.

TOGETHER WITH the real property rights and easements benefiting such property as contained in that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in Book 11408, Page 51 and that Parking Easement recorded in Book 11444, Page 1456, Wake County Registry.

Exhibit B
Permitted Exceptions

1. Taxes or assessments for the year 2018 due or payable, unpaid but not yet delinquent; and taxes or assessments for subsequent years, not yet due or payable.
2. Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book 11408, page 51, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, and the rights of others in and to the use thereof.
3. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 2004, page 1783; Book of Maps 2004, pages 1157-1159; and Book of Maps 2003, pages 1168-1170.
4. Rights of tenants in possession, if any, as tenants only, under unrecorded leases for a duration of less than three (3) years.
5. Easements to Carolina Power & Light Company recorded in Book 5065, page 920 and Book 4261, page 550.
6. Easements granted to the North Carolina Department of Transportation recorded in Book 4844, page 143 and Book 4844, page 146.
7. Easement to Progress Energy Carolinas, Inc. recorded in Book 10865, page 1545.
8. Terms and conditions of that Parking Easement recorded in Book 11444, page 1456, and the rights of others in and to the use thereof.
9. Lease and terms and provisions thereof by and between Marco Polo, Inc. and New Apple, Inc., a North Carolina corporation, a memorandum of which is recorded in Book 14383, page 1916.
10. Lease and terms and provisions thereof by and between Marco Polo, Inc. and Zensations, Inc., a memorandum of which is recorded in Book 13103, page 494.