

For Registration Sharon A. Davis
 Register of Deeds
 Durham County, NC
 Electronically Recorded
 2018 Dec 11 04:34 PM NC Rev Stamp: \$ 69000.00
 Book: 8561 Page: 236 Fee: \$ 26.00
 Instrument Number: 2018042550
 DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$69,000.00

Parcel Identifier Nos.: 0822-11-66-7081; 0822-11-65-2535; 0822-11-65-2285

Mail after recording to: Nelson Mullins LLP, One Wells Fargo, 301 South College Street, Suite 2300, Charlotte, North Carolina 28202; Attention: James M. Tucker, Esq.

This instrument was prepared by: Nelson Mullins LLP, James M. Tucker, Esq., One Wells Fargo, 301 South College Street, Suite 2300, Charlotte, North Carolina 28202

Brief description for the Index:

1531 North Gregson Street; 1552 Guess Road; 1146 West Club Boulevard

THIS DEED made effective as of the 11th day of December, 2018 by and between:

GRANTOR	GRANTEE
NORTHGATE MALL DURHAM, LLC 1058 West Club Boulevard, Suite 200 Durham, North Carolina 27701	NW NORTHGATE MALL LLC c/o Northwood Investors LLC 1819 Wazee Street Denver, Colorado 80202

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 context.

WITNESSETH, that the 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 that certain lot or parcel of land situated in Durham County, North Carolina and more particularly described as follows:

See "Exhibit A" attached hereto and incorporated herein by this reference.

No portion of the property herein conveyed includes the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges, estates, interests and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the 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, other than the following exceptions:

See "Exhibit B" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed the foregoing as of the day and year first above written.

GRANTOR:

NORTHGATE MALL DURHAM, LLC,
a Delaware limited liability company

By: Virginia Rand Bowman
Name: Virginia Rand Bowman
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Virginia Rand Bowman as Manager.

Date: December 6, 2018

Linda Holloway Norwood

Notary Public

Printed/Typed Name: LINDA HOLLOWAY NORWOOD

My Commission Expires: 12-14-19

[Notary Seal]

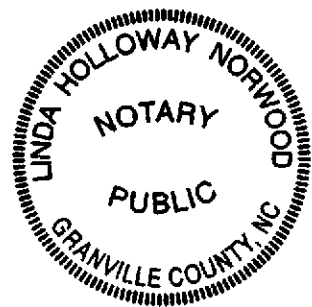


Exhibit A

[LEGAL DESCRIPTION]

Beginning at an existing iron stake having North Carolina grid coordinates (NAD83) N=825039.98, E=2026960.14, said point of beginning being located N. 53° 13' 23" W. 134.32 feet from City of Durham Monument #383 having NC Grid Coordinates N=824959.56, E=2027067.73; thence with the northern right-of-way Club Boulevard N. 89° 53' 50" W. 98.55 feet to an existing iron stake; thence continuing with said right-of-way line with the arc of a circular curve to the left having a radius of 72.64 feet (a chord course and distance of N. 78° 24' 25" W. 28.94 feet), an arc distance of 29.13 feet to an existing iron stake; thence continuing with said right-of-way line N. 89° 53' 50" W. 138.66 feet to an existing iron stake; thence continuing with said right-of-way line N. 85° 21' 24" W. 63.20 feet to an existing iron stake; thence continuing with said right-of-way line N. 89° 53' 50" W. 79.00 feet to an existing iron stake; thence continuing S. 03° 21' 44" W. 3.58 feet; thence continuing with said right-of-way line S. 88° 14' 44" W. 116.08 feet to an existing iron stake; thence continuing with said right-of-way line N. 87° 23' 05" W. 65.64 feet to a set pk nail; thence continuing with said right-of-way line, S. 67° 24' 07" W. 59.00 feet to a set pk nail, the southeast corner of Helen F. Miller Tract; thence leaving said right-of-way line and running with the east line of the Helen F. Miller Tract, N. 02° 21' 42" E. 95.00 feet to an existing iron stake; thence running with the north line of the said Tract, N. 87° 10' 18" W. 140.18 feet to an existing iron stake; thence running with the north line of the said Tract, N. 88° 46' 08" W. 9.30 feet to an existing iron stake; thence running with the northern line of said Tract, N. 87° 25' 18" W. 25.62 feet to a set iron stake; thence running with the western line of said Tract, S. 02° 54' 21" W. 103.24 feet to an existing iron stake in the northern right-of-way of Club Boulevard; thence with said right-of-way, N. 89° 08' 03" W. 88.93 feet to a set pk nail; thence with the arc of a circular curve to the right having a radius of 25.00 feet (and a chord course and distance of N. 46° 05' 58" W. 38.21 feet) an arc distance 43.50 feet to set pk nail on the eastern right-of-way of Buchanan Boulevard; thence continuing with said right-of-way line N. 03° 23' 27" E. 171.34 feet to a set iron stake; thence continuing with said right-of-way line the arc of a circular curve to the left having a radius of 260.00 feet (and a chord course and distance of N. 01° 34' 16" W. 38.99 feet) an arc distance of 39.03 feet to a set iron stake; thence continuing with said right-of-way line with the arc of a curve to the left having a radius of 260.00 feet (and a chord course and distance of N. 16° 35' 01" W. 96.65 feet) an arc distance of 97.22 feet to a set pk nail being the southeast corner of Sears, Roebuck and Company Tract; thence running with the eastern line of said Tract, N. 02° 45' 13" E. 202.65 feet to a set pk nail; thence continuing with said tract, N. 89° 59' 35" W. 33.29 feet to a set pk nail; thence continuing with said tract, N. 06° 13' 23" W. 112.09 feet to a set pk nail; thence continuing with said tract, S. 88° 17' 23" E. 169.14 feet to a set pk nail; thence continuing with said tract, N. 02° 38' 13" E. 1067.68 feet to an existing iron stake on the southern right-of-way of Interstate 85; thence continuing with said right-of-way, S. 72° 02' 53" E. 81.14 feet to an existing iron stake; thence continuing with said right-of-way, S. 72° 58' 54" E. 101.00 feet to an existing iron stake; thence continuing with said right-of-way, S. 72° 47' 06" E. 468.62 feet to an existing iron stake; thence continuing with said right-of-way with the arc of a spiral curve to the right having a chord course and distance of S. 67° 27' 08" E. 281.44 feet to an existing iron stake; thence continuing with said right-of-way with the arc of a circular curve to the right having a radius of 459.90 feet (and a chord course and distance of S. 47° 08' 06" E. 146.27 feet) an arc distance of 146.89 feet to an existing iron stake; thence running with the west line of a ramp exiting off Interstate 85 with a spiral to the right having a chord course and distance of S. 26° 48' 47" E. 281.44 feet to an

existing iron stake; thence continuing with said ramp S. 21° 29' 06" E. 200.15 feet to an existing iron stake; thence with the arc of a circular curve to the right having a radius of 164.07 feet (and a chord course and distance of S. 13° 50' 37" W. 189.69 feet) an arc distance of 202.26 feet to an existing iron stake being on the western right-of-way of Gregson Street; thence continuing with said right-of-way S. 63° 43' 31" W. 44.53 feet to the eastern face of a retaining wall; thence running with the western right-of-way line of Gregson Street, the eastern face of a retaining wall the following courses and distances: S. 64° 47' 15" W. 48.33 feet; S. 65° 24' 30" W. 12.57 feet; S. 67° 50' 14" W. 16.02 feet; S. 59° 56' 26" W. 13.96 feet; S. 53° 02' 52" W. 14.51 feet; S. 51° 59' 29" W. 28.33 feet; S. 47° 54' 59" W. 26.54 feet; S. 47° 07' 06" W. 40.01 feet; S. 44° 07' 50" W. 19.69 feet; S. 44° 49' 08" W. 6.63 feet to the end of the retaining wall; thence continuing with said right-of-way line with the arc of a circular curve to the left having a radius of 461.72 feet (and a chord course and distance of S. 34° 43' 03" W. 106.98 feet) an arc distance of 107.22 feet to an existing iron stake; thence continuing with said right-of-way, S. 63° 09' 20" E. 9.00 feet to an existing tack; thence continuing with said right-of-way line with the arc of a circular curve to the left having a radius of 452.72 feet (and a chord course and distance of S. 13° 01' 43" W. 216.22 feet) an arc distance of 218.33 feet to an existing iron stake; thence continuing with said right-of-way line S. 00° 33' 35" E. 147.52 feet to an existing iron stake; thence with the arc of a circular curve to the right having a radius of 74.00 feet (and a chord course and distance of S. 34° 08' 12" W. 84.15 feet) an arc distance of 89.62 feet to the point of BEGINNING, containing 34.447417 acres more or less, excluding May Company Outparcel (as per DB 1932 PG 445), Bank of America Outparcel (as per DB 5634, PG 78), and City of Durham Lift Station Outparcel (as per DB 421, PG 889 and DB 1464, PG 489 save and except the portion as per DB 1464, PG 486), as shown on this Map as Outparcels not included in this ALTA Survey for Northgate Associates) all as shown on a survey entitled "Property of Northgate Associates" by Ballentine Associates, P.A., dated October 25, 2000 and last revised March 5, 2001.

There is excluded from this tract of land the following described tracts or parcels of land identified as Parcels A, B, and C:

Parcel A:

BEGINNING at a point having North Carolina Grid Coordinates of N=825,214.76 and E=2,026,674.22, said Beginning Point being located North 57-02-12 West 469.09 feet from the City of Durham concrete monument #383 having North Carolina Grid Coordinates of N=824,959.56 and E=2,027,067.73; and running thence from said Beginning Point in a southerly and southwesterly direction with the arc of a circular curve to the right having a radius of 15.00 feet (and a chord course and distance of South 46-17-53 West 20.72 feet) an arc distance of 22.88 feet to a point; thence South 89-59-29 West 110.10 feet to a point; thence North 87-23-42 West 242.20 feet to a point; thence North 02-36-18 East 42.91 feet to a point; thence in a northeasterly direction with the arc of a circular curve to the left having a radius of 30 feet (and a chord course and distance of North 25-23-30 East 23.24 feet) an arc distance of 23.86 feet to a point; thence North 02-36-18 East 277.67 feet to a point; thence South 87-23-42 East 90.00 feet to a point; thence South 02-36-18 West 45.00 feet to a point; thence South 87-23-42 East 267.50 feet to a point; thence South 02-36-18 West 276.99 feet to the point or place of BEGINNING; being shown as "May Company Parcel" containing 110,277 square feet or 2.531662 acres, all as shown on a survey entitled "Property of Northgate Associates" by Ballentine Associates, P.A., dated October 25, 2000 and last revised March 5, 2001.

Parcel B:

BEGINNING at a point which is the southeast corner of a 50.00 foot by 50.00 foot parcel of land designated and shown as the property of the City of Durham on the plat entitled "Property of Northgate Shopping Center, Durham, North Carolina" dated July 24, 1969 and revised April 1972, July 1972, December 1972, July 1973 and further revised September 1974 and recorded in the Office of the Register of Deeds of Durham County in Plat Book 83 at Page 3, said BEGINNING point having North Carolina Grid Coordinates of N=825,717.87 and E=2,026,715.80; and running thence from said Beginning Point North 87-24-41 West 59.91 feet to a railroad spike; thence North 02-35-19 East 50.00 feet to a railroad spike; thence South 87-24-41 East 29.19 feet to a nail in lead; thence South 41-00-06 East 44.55 feet to a nail in lead; thence South 02-35-19 West 17.73 feet to the point or place of BEGINNING; being shown as "Property of the City of Durham, Lift Station" all as shown on a survey entitled "Property of Northgate Associates" by Ballentine Associates, P.A., dated October 25, 2000 and last revised March 5, 2001.

Parcel C:

BEGINNING at a point having North Carolina Grid Coordinates of N=825,223.55 and E=2,026,993.55, said Beginning Point being located North 15-42-20 West 274.26 feet from the City of Durham concrete monument #383 having North Carolina Grid Coordinates of N=824,959.56 and E=2,027,067.73; and running thence from said Beginning Point North 88-06-58 West 134.54 feet to a point; thence North 01-51-25 East 158.09 feet to a point; thence in an easterly direction with the arc of a circular curve to the left having a radius of 6.50 feet (and a chord course and distance of South 82-55-33 East 10.72 feet) an arc distance of 12.60 feet to a point; thence North 41-53-18 East 37.66 feet to a point; thence in a northeasterly direction with the arc of a circular curve to the right having a radius of 22 feet (and a chord course and distance of North 66-44-05 East 18.49 feet) an arc distance of 19.08 feet to a point; thence South 88-25-07 East 44.16 feet to a point; thence in a southeasterly direction with the arc of a circular curve to the right having a radius of 40.00 feet (and a chord course and distance of South 43-00-43 East 56.97 feet) an arc distance of 63.40 feet to a point; thence South 02-23-41 West 153.71 feet to the point or place of Beginning; being shown as "Bank of America Lease Parcel" as shown on a survey entitled "Property of Northgate Associates" by Ballentine Associates, P.A., dated October 25, 2000 and last revised March 5, 2001.

TOGETHER WITH the rights and easements of the Grantor, of ingress, egress and regress, in common with the Grantor and others entitled thereto, under and by virtue of an Operating Agreement between Sears, Roebuck & Company and Northgate Associates, a Memoranda of which is recorded in Book 396 at Page 805 in the Durham County Registry, as amended by a Memorandum recorded in Book 1191 at Page 677 in the Durham County Registry, and as further amended by the Third Amendment to Operating Agreement ("Third Amendment") recorded in Book 1932 at page 402 in the Durham County Registry, and as further amended by the Fourth Amendment to Operating Agreement ("Fourth Amendment") recorded in Book 2990 at Page 593 in the Durham County Registry, and as further amended by the Fifth Amendment to Operating Agreement ("Fifth Amendment") recorded in Book 2992 at Page 826 in the Durham County Registry.

TOGETHER WITH the rights and easements of the Grantor, of ingress, egress and regress, in common with the Grantor and others entitled thereto, under and by virtue of a Construction, Operation and Reciprocal Easement Agreement, Northgate Mall (Durham, North Carolina) by

and among Northgate Associates Limited Partnership and The May Department Stores Company recorded in Book 1932 at Page 447 in the Durham County Registry.

PINS: 0822-11-66-7081; 0822-11-65-2535; 0822-11-65-2285

Exhibit B

[LIST OF PERMITTED EXCEPTIONS]

1. Taxes or assessments for the year 2019, and subsequent years, not yet due or payable.
2. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 83, page 3; Plat Book 118, page 79; Plat Book 127, page 200; Plat Book 130, page 154; and Plat Book 130, page 206.
3. Covenants, conditions, restrictions, easements, and liens provided for in Declaration of Easements filed for record in Book 1932, page 652, and any related maps, plans, bylaws and other document(s) and amendment(s).
4. Agreement by and between Northgate Shopping Center, Inc. and Sears, Roebuck and Co. recorded in Book 396, page 805; as amended by Amendment to Development And Operating Agreement recorded in Book 1191, page 677; as amended by Third Amendment to Operating Agreement recorded in Book 1932, Page 402; as amended by Fourth Amendment to Operating Agreement recorded in Book 2990, page 593; and as amended by Fifth Amendment to Operating Agreement recorded in Book 2992, page 826, as assigned by Assignment and Assumption of REA's recorded in Book 8429, page 934.
5. Agreement by and between Northgate Shopping Center, Inc. and the State Highway Commission recorded in Book 301, page 545; and as amended by Amendment to Agreement recorded in Book 4689, page 937.
6. Construction, Operation and Reciprocal Easement Agreement between Northgate Associates Limited Partnership and The May Department Stores Company recorded in Book 1932, page 447; as amended by Amendment to Construction, Operation and Reciprocal Easement Agreement recorded in Book 4820, page 176; and as further amended by Second Amendment to Construction, Operation and Reciprocal Easement Agreement recorded in Book 8330, page 13.
7. Agreement and Covenants Regarding On-Site Stormwater System on Northgate Property recorded in Book 4898, page 270.
8. Notice of Residual Petroleum recorded in Book 5294, page 830.
9. Easement(s) to Duke Power Company recorded in Book 273, page 295; and Book 1713, page 271.
10. Sewer easement(s) to the City of Durham recorded in Book 421, page 895; and as amended in North Carolina General Warranty Deed recorded in Book 1464, page 487. In connection therewith that sewer easement set forth in Deed recorded in Book 1464, page 479.
11. Agreement by and between Helen F. Miller and Northgate Associates Limited Partnership recorded in Book 1750, page 363, as affected by Release recorded in Book 1927, page 870.
12. Rights of tenants in possession.
13. Deed of Trust and Security Agreement from Northgate Associates Limited Partnership to James C. Wine, Trustee for PFL Life Insurance Company, filed for record in Book 3021, page 710, securing \$58,500,000.00; as assigned by Assignment of Deed of Trust and Security Agreement and Fixture Filing and Other Loan Documents recorded in Book 6567, page 172; as affected by Substitute of

Trustee recorded in Book 4820, page 173; as affected by Request for Notice recorded in Book 4826, page 135; and as further affected by Request for Notice of Foreclosure Sale recorded in Book 6505, page 918, as assigned by Assignment of Deeds of Trust, Security Agreement and Fixture Filing and Other Loan Documents recorded in Book 7587, page 640; Amended and Restated Deed of Trust, Security Agreement and Fixture Filing from Northgate Associates, LLLP to Fidelity National Title Insurance Company, Trustee for Investors Warranty of America, Inc., filed for record in Book 7191, page 540, securing \$49,117,511.46; as assigned by Assignment and Assumption of Loan Documents recorded in Book 7191, page 632; and as affected by Assignment of Amended and Restated Deed of Trust and Security Agreement/ Assignment of Amended and Restated Absolute Assignment of Leases and Rents recorded in Book 8436, page 411. In connection therewith Subordination Agreement recorded in Book 8153, page 889.

14. Absolute Assignment of Leases and Rents recorded in Book 3021, page 759, as affected by Amended and Restated Absolute Assignment of Leases and Rents recorded in Book 7191, page 588, and as affected by Assignment of Amended and Restated Deed of Trust and Security Agreement/ Assignment of Amended and Restated Absolute Assignment of Leases and Rents recorded in Book 8436, page 411.
15. Deed of Trust, Assignment of Rents and Security Agreement from Northgate Associates, LLLP to United General Title Insurance Company, Trustee for NY Credit Funding I, LLC, filed for record in Book 5634, page 134, securing \$27,500,000.00; as modified by First Modification of Loan Documents recorded in Book 6089, page 647; as modified by Second Modification of Loan Documents recorded in Book 6197, page 722; as amended and Restated by Second Modification of Loan Documents recorded in Book 6256, page 85; as modified by Third Modification of Loan Documents recorded in Book 6505, page 897; and as assigned by Assignment of Deed of Trust and Security Agreement recorded in Book 7017, page 235. In connection therewith Subordination, Non-Disturbance, Attornment Agreement recorded in Book 5647, page 35.
16. UCC Financing Statement naming Investors Warranty of America, Inc. as Secured Party recorded in Book 7191, page 625; as amended by UCC Financing Statement Amendment recorded in Book 7507, page 314; as amended by UCC Financing Statement Amendment recorded in Book 8325, page 58; and as assigned by UCC Financing Statement recorded in Book 8436, page 415.
17. UCC Financing Statement naming Bryn Mawr Equipment Finance, Inc. as Secured Party recorded in Book 8077, page 654.
18. Judgment docketed in File No. 12-M-1357 in the Office of the Clerk of Superior Court.