

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$13,600

Parcel Identifier No. 0773888111 Verified by Wake County on the ____ day of November, 2018

By: _____

Mail/Box to: 1023 West Morehead Street, Suite 301, Charlotte, North Carolina 28208

This instrument was prepared by: Stephenson Fournier, PLLC, 3355 West Alabama, Suite 640, Houston, Texas 77098

Prepared under the supervision of: Russell S. Woodward, Esquire, Woodward & Woodward PLLC, 1023 West Morehead Street, Suite 301, Charlotte NC 28208

Brief description for the Index: 337 Oak Run Drive

THIS DEED made this _____ day of November, 2018 by and between

GRANTOR	GRANTEE
337 Oak Run LLC, a North Carolina limited liability company 1000 East Cesar Chavez Street Austin, Texas 78702	Ginkgo Arbor Creek LLC, a North Carolina limited liability company 1023 West Morehead Street, Suite 301 Charlotte, North Carolina 28208

The designation Grantor and Grantee as used herein shall include said parties, their 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 the City of Raleigh, Wake County, North Carolina and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

The Property was acquired by Grantor by instrument recorded in Book 15606 Page 717.

{00290035.1 }

Submitted electronically by "First American Title Insurance Company - Charlotte NCS" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

The Property does not include the primary residence of a Grantor.

A map showing the Property is recorded in Book of Maps 1992, Page 373.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges 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, but not otherwise, other than the following exceptions:

All easements, restrictions and rights-of-way of record and ad valorem taxes for the 2018 calendar year.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE DATE HEREOF HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES INCLUDING ANY BROKER, OTHER THAN THOSE EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AUGUST 20, 2018 BETWEEN GRANTOR AND GRANTEE (THE "AGREEMENT"), IN THIS DEED, AND IN ANY CLOSING DOCUMENTS TO BE DELIVERED BY GRANTOR TO GRANTEE AT CLOSING OF THE SALE OF THE PROPERTY (THE "CLOSING DOCUMENTS"). GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE), OR PRIOR TO THE DATE HEREOF HAVE THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THE AGREEMENT, IN THIS DEED, AND IN THE CLOSING DOCUMENTS, GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE AND THE PURCHASE OF THE PROPERTY BY GRANTEE, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY ON THE DATE HEREOF IN ITS "AS IS," "WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, THIS DEED OR THE CLOSING DOCUMENTS. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY WARRANTY OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT AND THE TITLE WARRANTIES SET FORTH IN THIS DEED AND THE CLOSING DOCUMENTS, AND GRANTOR AND GRANTOR'S OFFICERS, AGENTS (INCLUDING BROKER), DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (COLLECTIVELY, "GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT

AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE; (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, MOLD, LEAD PAINT, OR THE COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY OTHER FEDERAL, STATE OR LOCAL LAW RELATING TO THE ENVIRONMENT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER ("ENVIRONMENTAL LAWS"); AND (III) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. EXCEPT TO THE EXTENT ANY RISK, LIABILITY, CLAIM, DAMAGE OR COST RELATES TO A SPECIFIC REPRESENTATION OF GRANTOR SET FORTH IN THE AGREEMENT, IN THIS DEED, OR IN ANY CLOSING DOCUMENTS, GRANTEE HEREBY EXPRESSLY AGREES TO ACCEPT THE PROPERTY SUBJECT TO ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS, INCLUDING ANY LIABILITY WITH RESPECT TO ENVIRONMENTAL LAWS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY ACTUAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE CONDITION OF THE PROPERTY. EXCEPT TO THE EXTENT ANY RISK, LIABILITY, CLAIM, DAMAGE OR COST RELATES TO A SPECIFIC REPRESENTATION SET FORTH IN THE AGREEMENT, IN THIS DEED, OR IN ANY CLOSING DOCUMENTS GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW (INCLUDING, BUT NOT LIMITED TO COMMON LAW, WHETHER ARISING IN CONTRACT OR TORT, AND ANY AND ALL ENVIRONMENTAL LAWS) THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR OR GRANTOR'S BROKER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY OF THE OTHER MATTERS DESCRIBED IN THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CONVEYANCE OF THE PROPERTY.

[Signature Page to Follow]

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

337 OAK RUN LLC,
a North Carolina limited liability company

By: ARE Ventures LLC, its Manager

By: *Colin Brothers*
Name: Colin Brothers
Title: Manager

State of Texas County of Travis

I, the undersigned Notary Public of the State aforesaid, certify that Colin Brothers, Manager of ARE Ventures LLC, the manager of 337 Oak Run LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15 day of November, 2018

Matthew Coleman Taylor
My Commission Expires: 4/30/2022
MATTHEW COLEMAN TAYLOR
Notary's Printed or Typed Name

Notary Public
(Affix Seal)

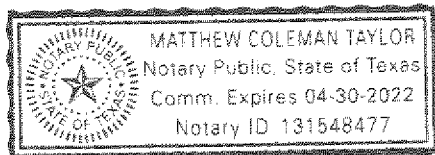


Exhibit "A"
Legal Description of Property

BEGINNING at point in the eastern right of way line of Oak Run Drive, dedicated on Book of Maps 1992, Page 373 of the Wake County Registry, said point being the Northeast intersection of the Eastern right of way line of Oak Run Drive and the northern right of way line of Bashford Road; thence with the Eastern right of way line of Oak Run Drive N 05 deg. 04 min. 37 sec. E a distance of 602.84 feet to the Southwest corner of Oak Run Townhouses Homeowners Association Property; thence with the Southern line of the oak Run Townhouses Homeowners Association property the following calls, S 84 deg. 43 min. 35 sec. E a distance of 157.0 feet, S 59 deg. 00 min. 08 sec. E a distance of 402.52 feet to the Southeast corner of the Oak Run Townhouse Homeowners Association property, said point being in the Western line of RAW Associates property; thence with the Western line of RAW Associates property S 06 deg. 02 min. 13 sec. W a distance of 452.0 feet to a point in the northern right of way line of Bashford Road; thence with the Northern right of way of Bashford Road the following calls N 83 deg. 11 min. 29 sec. W a distance of 414.02 feet, N 66 deg. 02 min. 20 sec. W a distance of 39.76 feet to the point and place of BEGINNING, containing 5.77 acres, all according to a map entitled "Phoenix Rental Properties" recorded in Book of Maps 1992, Page 373 of the Wake County Registry.