

FOR REGISTRATION
Sharon A. Davis
REGISTER OF DEEDS
Durham County, NC
2016 JUN 08 01:04:32 PM
BK:7948 PG:611-616
DEED
FEE:\$26.00
EXCISE TAX:\$21,182.00
INSTRUMENT # 2016018361
APRILJ



NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$21,182.00

Tax Parcel ID No. 137017 Verified by _____

Durham County on the ____ day of _____, 20____ By: _____

Mail/Box to: Kirk Palmer & Thigpen, P.A., 1300 Baxter Street, Suite 300, Charlotte, NC 28204

This instrument was prepared by: Seth P. Markowitz, Esq., Seth P. Markowitz, P.C., 100 Garden City Plaza, Suite 500, Garden City, New York 11042

Brief description for the Index: Hope Valley Shopping Center

THIS DEED, made this the 7 day of June, 2016, by and between

GRANTOR: SHANNON VALLEY LLC, a Delaware limited liability company, whose mailing address is 8 Bond Street, Great Neck, NY 11021 (herein referred to as **Grantor**); and

GRANTEE: OEP HOPE VALLEY, LLC, a North Carolina limited liability company, whose mailing address is 568 Jetton Street, Suite 200, Davidson, North Carolina 28036 (herein referred to as **Grantee**).

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions hereinafter provided, if any, the following described property located in City of Durham, Durham County, State of North Carolina, as more particularly described on Exhibit A attached hereto and made a part hereof.

Said property having been previously conveyed to Grantor by instrument(s) number 2013020135 recorded in Book 7278, Page 316.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD, the aforesaid property unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions:

See Exhibit B attached

By its acceptance and recordation of this Deed, Grantee hereby acknowledges that the property conveyed hereby is subject to the restrictions and other terms set forth in that certain Notice of Dry-Cleaning Solvent Remediation recorded in Book 7414 at Page 182 in the Durham County Public Registry.

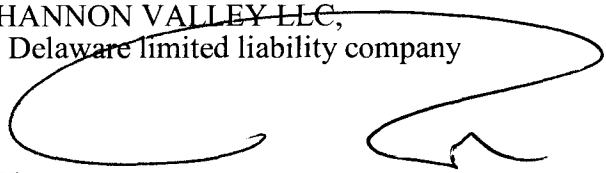
All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

[Signature Page Follows]

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

GRANTOR:

SHANNON VALLEY LLC,
A Delaware limited liability company



By: _____
Name: David Weinstein
Title: President

STATE OF NEW YORK
COUNTY OF NASSAU

On the 0 day of June in the year 2016, personally appeared David Weinstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which individuals(s) acted, executed the instrument.

My Commission Expires:

Dec 08, 2018

Kathleen Ford
Notary Public

Name of the Notary Public: Kathleen Ford

KATHLEEN FORD
NOTARY PUBLIC, State of New York
No. 01FO6316121
Qualified in Nassau County
Commission Expires December 08, 2018

Exhibit A
Legal Description

Being a certain tract of land lying in Durham Township, Durham County, North Carolina and being described as follows:

BEGINNING at an iron pin found at the northwest intersection of Shannon Road and Old Chapel Hill Road, said iron also being the southeast corner of the within described tract, thence along the northern right of way of said Old Chapel Hill Road on a curve to the left and having a radius of 1384.58' and a chord bearing and distance of S45°12'57"W 258.30' to an iron pin found, said iron being the southeast corner of a U.S. Postal Lease Agreement as described in deed book 1319 page 527, thence leaving the northern right of way of said Old Chapel Hill Road and with the eastern and northern line of said U. S. Postal Lease Agreement the following two (2) courses: N49°51'35"W 125.00' to an iron pin found, thence S83°59'40"W 41.58' to an iron pin found, said iron being a corner of Durham Section 1 Associates (tax parcel 0810-14-23-5476) see deed book 1863 page 572, said iron also being a corner of a 4.5 acre tract as shown on map titled "RadsO-Shannon" as recorded in plat book 94 page 200, thence with the property line of said Durham Section 1 Associates the following five (5) courses: N49°51'35"W 86.47' to an iron pin found, thence N49°57'30"W 205.98' to an found mag nail and cap set in asphalt, thence N04°40'00"E 181.07' to an iron pin found, thence S85°20'00"E 138.00' to an found mag nail and cap set in asphalt, thence N03°05'07"E 96.00' to an iron pin found, said iron being the southwest corner of William Hugh Boone and Rebecca Alcorn Boone (tax parcel 0810-14-33-0225) see deed book 2077 page 563, said iron also being the southwest corner of Lot C of plat titled "RadsO - Shannon" as recorded in plat book 131 page 206, thence with the southern property line of said William Hugh Boone and Rebecca Alcorn Boone and the southern property line of Lot C of said plat, S85°20'00"E 286.71' to an iron pin found in the western right of way of Shannon Road, said iron being the southeast corner of said William Hugh Boone and Rebecca Alcorn Boone, said iron also being the southeast corner of Lot C of said plat, thence along the western right of way of said Shannon Road the following two (2) courses: on a curve to the left and having a radius of 330.76' and a chord bearing and distance of S11°45'49"E 262.73' to an iron pin found, thence S35°09'53"E 82.08' to the point and place of BEGINNING. Containing 4.10 acres more or less all according to a survey titled "ALTA/ACSM LAND TITLE SURVEY FOR HAWTHORNE SHANNON PLAZA LLC" as performed by Timmons Group dated September 19, 2007 and certified October 31, 2007. Being known as (tax parcel 0810-14-22-9976) see deed book 1068 page 21. Also being a portion of a 4.5 acre tract as shown on map titled "RadsO-Shannon" as recorded in plat book 94 page 200;

TOGETHER WITH the easements set forth in that certain Easement Agreement between Marvin Simon and C.G. Harris, partners trading as S and H Company, and RADS0-Shannon dated May 1, 1978, and recorded in Book 977, Page 487, Durham County Registry and that certain Easement Agreement between William Hugh Boone and Rebecca Alcorn Boone and RENR Associates Limited Partnership dated June 11, 1998, and recorded in Book 2568, Page 152, Durham County Registry; and

TOGETHER WITH AND SUBJECT TO the easements conveyed and the easements reserved in the North Carolina General Warranty Deed from RADS0-Shannon, Ltd. to RENR Associates dated September 25, 1981, and recorded in Book 1068, Page 21, Durham County Registry.

A portion of the above-referenced property has been contaminated with dry-cleaning solvent as set forth in that certain Notice of Dry-Cleaning Solvent Remediation recorded in Book 7414 at Page 182 in the Durham County Public Registry. A No Further Action Letter was issued by the North Carolina Department of Environment and Natural Resources on December 19, 2013 for this contamination.

EXHIBIT B

1. All standard printed exclusions included in a standard form ALTA Owner's Policy jacket.
2. Any taxes and assessments against the property which are not yet due and payable.
3. Any matters created by or arising from the act or omission of Purchaser, its affiliates, employees, agents, contractors, subcontractors or representatives.
4. Fifteen Foot (15') private sanitary sewer easement disclosed by plat recorded in Plat Book 94, page 200, and as shown on the survey.
5. Twenty foot (20') sanitary sewer easement disclosed by plat recorded Plat Book 140, page 122, and as shown on the survey.
6. Matters disclosed by plat recorded in Plat Bok 192, page 316, and as shown on the survey.
7. Easements to Duke Power Company recorded in Book 415, page 415 and Book 980, page 932.
8. Easement Agreement recorded in Book 977, page 487, and as shown on the survey.
9. Easement Agreement recorded in Book 2568, page 152, and as shown on the survey.
10. Easements, rights of way and reservations set forth in North Carolina General Warranty Deed recorded in Book 1068, page 21 and the North Carolina Special Warranty Deed recorded in Book 5786, page 504, and as shown on the survey.
11. Notice of Dry-Cleaning Solvent Remediation recorded in Book 7414, page 182, and as shown on the survey.
12. Lease by and between Hawthorne Shannon Plaza LLC ("Lessor") and United States Postal Service ("Lessee"), a memorandum of which is recorded in Book 6688, page 42.
13. Rights of tenants in possession, as tenants only, as shown on the rent roll attached hereto and made a part hereof as Exhibit "C".
14. Matters disclosed by survey entitled "ALTA/NSPS Land Title Survey Prepared for OEP Hope Valley, LLC" by Andrew B. Baker, P.L.S. of R.B. Pharr & Associates, dated April 19, 2016, last revised June 3, 2016.
15. Applicable zoning and building ordinances and land use regulations.

Exhibit "C"

Rent Roll

Bull Street Gourmet & Market LLC:

- Absolute Unconditional Guaranty Agreement dated 9/18/10
- First Amendment dated 08/22/14

Durham Catering Company, Inc.

- Absolute Unconditional Guaranty Agreement Dated 12/18/09
- First Amendment dated 08/26/10
- Second Amendment dated 04/25/11

Only Burger, Inc

- Absolute Unconditional Guaranty Agreement Dated 12/18/09
- First Amendment dated 07/26/10

Pop's Back Door II, Inc

- Lease Rider Dated 12/16/09
- Absolute Unconditional Guaranty Agreement dated 12/18/09
- First Amendment dated 04/22/10

Rick's Diner & Catering, Inc

- Absolute Unconditional Guaranty Dated 11/20/09
- First Amendment dated 06/21/2011

The Company

- Absolute Unconditional Guaranty Agreement Dated 02/26/08
- First Amendment dated 07/01/11

Tutti Frutti

- Absolute Unconditional Guaranty Agreement Dated 08/26/10
- First Amendment dated 09/30/15

United States Postal Service

- Lease Dated March 9, 2011
- Lease Amendment dated 07/24/15