

For Registration Willie L. Covington
Register of Deeds
Durham County, NC
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DEED

Excise Tax \$ 55,000.00

Recording Time, Book and Page

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Prepared by:
Seyfarth Shaw LLP
620 Eighth Avenue
New York, New York 10018
Attention: Lester M. Bliwise, Esq.

Mail after recording to:
Harbor City Title Insurance Agency of NC, Inc.
6201 Fairview Road, Suite 325
Charlotte, NC 28210
Attention: John C. Surles, Esq.

File # 1511 2399

Brief description for the Parcel ____, Book of Maps ____, Page ____
Index:

NORTH CAROLINA SPECIAL WARRANTY DEED

1. THIS DEED made as of this 14th day of January, 2016, by and between

GRANTOR

DDR-SAU SOUTH SQUARE, L.L.C.,
a Delaware limited liability company,
f/k/a Inland-SAU South Square, L.L.C.,
f/k/a Inland Southeast South Square, L.L.C.
c/o Teachers Insurance and Annuity
Association of America
730 Third Avenue - 4th Floor
New York, NY 10017

GRANTEE

SOUTH SQUARE DURHAM, LLC, a
Virginia limited liability company
222 Central Park Avenue, Suite 2100,
Virginia Beach, Virginia 23462

Submitted electronically by "Wyatt Early Harris Wheeler LLP" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Durham County Register of Deeds.

2. 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.
3. **WITNESSETH**, that Grantor, for a valuable consideration paid by 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 (the "**Property**") situated in the City and County of Durham, North Carolina, and more particularly described as follows:

In fee, all of the Property, more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, together with all of Grantor's right, title and interest, if any, in and to all streets and roads abutting the Property.

4. TO HAVE AND TO HOLD the Property and all privileges and appurtenances, including without limitation all easements, thereto belonging to Grantee and its successors and assigns in fee simple forever.
5. 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 hereinafter stated.
6. The Property does not contain the primary residence of Grantor.
7. Title to the Property and the warranties herein are subject to the matters more particularly described in **Exhibit B** attached hereto and made a part hereof.

[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this special warranty deed this _____ day of January, 2016.

DDR-SAU SOUTH SQUARE, L.L.C.,
a Delaware limited liability company

By: [Signature]
Name: Luke Petherbridge
Title: Chief Financial Officer

STATE OF Ohio

COUNTY OF Cuyahoga

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Luke Petherbridge, as Chief Financial Officer of DDR-SAU SOUTH SQUARE, L.L.C., a Delaware limited liability company.

Date: January 8, 2016.

[Signature]
Official Signature of notary

3-6-19
My Commission Expires

Debra Caspio
Notary's printed or typed name, Notary Public

NOTE TO NOTARY PUBLIC: Ensure that entire notary seal fits within the box below and that all characters in the notary seal are clearly legible.

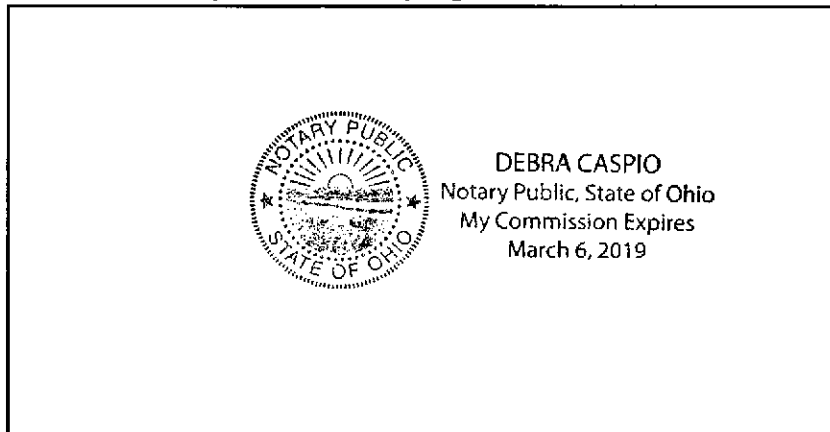


EXHIBIT A

Tract 1:

BEING ALL of Parcel 12, as shown on that plat entitled "Final Record Map South Square Shopping Center," prepared by F. Donald Lawrence & Associates, P.A., dated March 21, 2003, last revised June 6, 2003 and recorded in Plat Book 159 at Pages 17-28 (Sheet 1 of 6 re-recorded in Plat Book 159 at Page 177) in the Durham County Public Registry (the "Registry"), as amended by that plat entitled "Final Plat of South Square Shopping Center," recorded in Plat Book 162 at Pages 249 and 252 in the Registry.

IT BEING the same property conveyed to Grantor by Deed dated December 28, 2005, and recorded on January 6, 2006 in the Durham County Public Registry in Book 5077 at Page 219-222.

Tract 2:

BEING ALL of Parcels 2, 7, 8, 9 and 11, as shown on that plat entitled "Final Record Map South Square Shopping Center," prepared by F. Donald Lawrence & Associates, P.A., dated March 21, 2003, last revised June 6, 2003 and recorded in Plat Book 159 at Pages 17-28 (Sheet 1 of 6 re-recorded in Plat Book 159 at Page 177) in the Durham County Public Registry (the "Registry"), as amended by that plat entitled "Final Plat of South Square Shopping Center," recorded in Plat Book 162 at Pages 249 and 252 in the Registry.

IT BEING the same property conveyed to Grantor by Deed dated July 5, 2005, and duly recorded July 8, 2005 in the Register of Deeds for Durham County, North Carolina in Book 4865 at page 557.

Easement Parcel:

TOGETHER WITH AND SUBJECT TO the easements and restrictions appurtenant to the above-described tract created by that Operation and Easement Agreement by and among Target Corporation, Office Depot, Inc. and Durham FCD Associates LLC as recorded in Book 3970, Page(s) 30; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4096, Page 797; as affected by Second Amendment to Operation and Easement Agreement recorded in Book 4258, Page 802; as affected by Third Amendment to Operation and Easement Agreement recorded in Book 4395, Page 265; as affected by Fourth Amendment to Operation and Easement Agreement recorded in Book 4751, Page 650; as affected by Fifth Amendment to Operation and Easement Agreement recorded in Book 5179, Page 861, all of the Durham County Registry.

EXHIBIT B

1. Non-delinquent real property taxes, water and sewer charges and all assessments (governmental and private) and unpaid installments thereof, which are not yet due and payable as of the date of this Deed.
2. Any matter (including any lien, encumbrance or easement) voluntarily imposed or consented to in writing by Grantee prior to or as of the date of such instrument.
3. Laws and governmental regulations, including all building codes, zoning regulations and ordinances, that affect the use, operation and maintenance of the Property.
4. Such state of facts affecting the land as may be shown on an accurate and current survey or by inspection of the Property.
5. Rights of parties in possession as tenants, as tenants only, under the terms and conditions of all unrecorded leases, which do not include any purchase contracts, purchase options, rights of first refusal, or similar rights and of parties in possession of the Property not shown by the public records.
6. Agreement and Covenants Regarding Storm Sewer System Repair and Maintenance in favor of the City of Durham as recorded in Book 4258, Page(s) 790, and re-recorded in Book 4301, Page 173, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
7. Easements, Setback Lines and any other facts shown on that Plat in Book 159, Pages 17-28, inclusive; Book 159, Page 177; and Book 162, Page(s) 249 and 252, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
8. Easement(s) in favor of Duke Power Company as recorded in Book 199, Page(s) 272, 539 and 540; Book 244, Page 682; Book 254, Page 368; and Book 425, Page 233, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
9. Operation and Easement Agreement by and among Target Corporation, Office Depot, Inc. and Durham FCD Associates LLC as recorded in Book 3970, Page(s) 30; as affected by First Amendment to Operation and Easement Agreement recorded in Book 4096, Page 797; as affected by Second Amendment to Operation and Easement Agreement recorded in Book 4258, Page 802; as affected by Third Amendment to Operation and Easement Agreement recorded in Book 4395, Page 265; as affected by Fourth Amendment to Operation and Easement Agreement recorded in Book 4751, Page 650; as affected by Fifth Amendment to Operation and Easement Agreement recorded in Book 5179, Page 861, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
10. Right(s) of way in favor of Duke Energy as recorded in Book 3970, Page(s) 1 of the Durham County Registry, reference being made to the records thereof for the full particulars.

11. Memorandum of Lease by and between Durham Associates, Lessor, and Office Depot, Inc., Lessee, recorded in Book 1598, Page 388; as affected by First Amendment to Lease Agreement recorded in Book 3970, Page 4, all of the Durham County Registry , reference being made to the records thereof for the full particulars.
12. Easement to the City of Durham as conveyed in Deed as recorded in Book 925, Page(s) 746 of the Durham County Registry, reference being made to the records thereof for the full particulars.
13. Easement(s) in favor of the Board of Transportation as recorded in Book 925, Page(s) 152 and 154, all of the Durham County Registry, reference being made to the records thereof for the full particulars.
14. Encroachment Easement by and between Sam's Real Estate Business Trust and Durham FCD Associates LLC as recorded in Book 4096, Page(s) 808 of the Durham County Registry, reference being made to the records thereof for the full particulars.
15. Memorandum of Lease by and between Durham FCD Associates LLC, Lessor, and Ross Stores, Inc., Lessee, recorded in Book 4170, Page 679 of the Durham County Registry, reference being made to the records thereof for the full particulars.
16. Cross-Easement Agreement by and between Durham FCD Associates LLC and The Corral Group of Durham, LLC as recorded in Book 4286, Page(s) 647 of the Durham County Registry, reference being made to the records thereof for the full particulars.
17. Access Easement and Maintenance Agreement by and between Durham FCD Associates LLC and William H. Boone and Uni-Can Corporation as recorded in Book 4486, Page(s) 826 of the Durham County Registry, reference being made to the records thereof for the full particulars.
18. Access Easement and Maintenance Agreement by and between Durham FCD Associates LLC and LLL Properties, LLC as recorded in Book 4486, Page(s) 840 of the Durham County Registry, reference being made to the records thereof for the full particulars.
19. Memorandum of Lease by and between Durham FCD Associates LLC, Lessor, and BFS Retail & Commercial Operations, LLC, Lessee, recorded in Book 4634, Page 37 of the Durham County Registry, reference being made to the records thereof for the full particulars.
20. Right(s) of way in favor of Duke Energy Carolinas, LLC as recorded in Book 7135, Page(s) 966 of the Durham County Registry, reference being made to the records thereof for the full particulars.
21. Commercial System Installation and Service Agreement by Time Warner Cable Southeast LLC dba Time Warner Cable and DDR-SAU South Square, LLC as recorded in Book 7551, Page(s) 915 of the Durham County Registry, reference being made to the records thereof for the full particulars.