

Excise Tax \$ _____

Recording Time, Book and Page _____

APN.: 0055602

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.

Brief description for the
Index:

Parcel ____, Book of Maps ____, Page _____

NORTH CAROLINA SPECIAL WARRANTY DEED

1. THIS DEED made as of this ____ day of January, 2016, by and between _____

GRANTOR

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

GRANTEE

WENDOVER VILLAGE
GREENSBORO, LLC
a Virginia limited liability company
222 Central Park Avenue, Suite 2100
Virginia Beach, Virginia 23462

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 of Greensboro, County of Guilford, 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.
8. The Property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Guilford County land records, Book 5751, Page 2110.

[SIGNATURE FOLLOWS]

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

DDR-SAU WENDOVER PHASE II,
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 WENDOVER PHASE II, L.L.C., a Delaware limited liability company.

Date: January 7, 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.

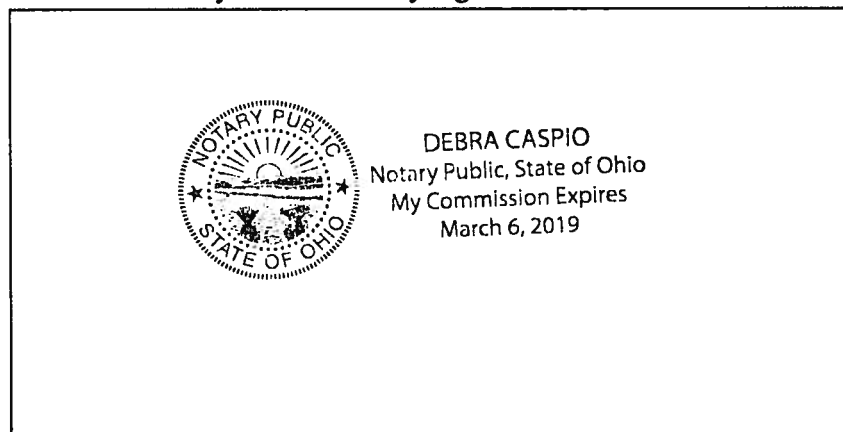


EXHIBIT A

All of that certain parcel of real estate located in the City of Greensboro, Guilford County, North Carolina, as more particularly shown as "Lot 1" on the "Final Plat Subdivision Lots 1-5, Plus Lot "A" The Shoppes at Wendover Village" prepared by Murphy & Sachs Professional Land Surveyors, recorded in Plat Book. 150, Page 147 of the Guilford County Register of Deeds, containing 14.626 acres.

Together with water line, sewer line and storm water drainage easements published pursuant to that certain Declaration of Easements and Restrictions by and among Wendover Village, LLC and Greensboro Auto Auction, Inc. as recorded in Book 5557, Page 1114, Guilford County Registry as amended pursuant to that certain Amendment to Declaration of Easements and Restrictions recorded in Book 5846, Page 1652, Guilford County Registry.

Together with access easements and surface water drainage easements and other utility easements, including without limitation, storm water drainage line, water line and sewer line and all other utility easements and all easements over common access facilities, including vehicular roadways, drive aisles, entrances and exits and sidewalks, established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Wendover Village by Wendover Village, LLC recorded in Book 5846, Page 1658 and re-recorded in Book 5876, Page 2545; and amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Wendover Village recorded in Book 6090, Page 1303, Guilford County Registry.

IT BEING the same property conveyed to Grantor by Deed from Wendover Village, LLC dated June 1, 2005 and recorded with the Register of Deeds in Guilford County, North Carolina in Book 6326, at Page 2935.

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 Grantor 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. Declaration of Easements and Restrictions by and among Wendover Village, LLC and Greensboro Auto Auction, Inc. as recorded in Book 5557, Page(s) 1114; as amended by Amendment to Declaration of Easements and Restrictions recorded in Book 5846, Page 1652, all of the Guilford County Registry, reference being made to the records thereof for the full particulars.
7. Declaration of Covenants, Conditions and Restrictions for Wendover Village by Wendover Village, LLC as recorded in Book 5846, Page(s) 1658, and re-recorded in Book 5876, Page 2545; as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Wendover Village recorded in Book 6090, Page 1303, all of the Guilford County Registry, reference being made to the records thereof for the full particulars.
8. Declaration of Covenants, Conditions and Restrictions for Wendover Village by Wendover Village, LLC as recorded in Book 6090, Page(s) 1289 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
9. Easements, Setback Lines and any other facts shown on that Plat in Book 6, Page 192; Book 9, Page 17; Book 149, Pages 100-101; and Book 150, Page(s) 147, 148, 149 and 150, all of the Guilford County Registry, reference being made to the records thereof for the full particulars.
10. Right(s) of way in favor of State Highway and Public Works Commission as recorded in Book 1714, Page(s) 521 of the Guilford County Registry, reference being made to the records thereof for the full particulars.

11. General Permit in favor of Southern Bell Telephone and Telegraph Company as recorded in Book 1883, Page(s) 62 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
12. Right(s) of way in favor of the City of Greensboro as recorded in Book 2219, Page(s) 198; and Book 5099, Page 276, all of the Guilford County Registry, reference being made to the records thereof for the full particulars.
13. Communications System Right-of-Way and Easement Agreement in favor of American Telephone and Telegraph Company as recorded in Book 3493, Page(s) 459 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
14. Easements granted to the City of Greensboro in Deed as recorded in Book 4470, Page(s) 879 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
15. Right(s) of way in favor of Duke Energy as recorded in Book 5739, Page(s) 1177 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
16. Right of Way to the Department of Transportation as granted in Deed as recorded in Book 3563, Page(s) 637 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
17. Notice of Brownfields Property by Wendover Village, LLC as recorded in Book 5751, Page(s) 2110 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
18. Right of Way License Agreement by and between the City of Greensboro and Wendover Village, LLC as recorded in Book 5771, Page(s) 364 of the Guilford County Registry, reference being made to the records thereof for the full particulars.
19. Construction, Operating and Reciprocal Easement Agreement by and between Wendover Village, LLC and Costco Wholesale Corporation as recorded in Book 5884, Page(s) 2293; as amended by Amendment to Construction, Operating and Reciprocal Easement Agreement recorded in Book 6090, Page 1294, all of the Guilford County Registry, reference being made to the records thereof for the full particulars.
20. Easement granted in Deed as recorded in Book 5846, Page(s) 1647, and as shown on Plat recorded in Book 150, Pages 140 and 141, all of the Guilford County Registry, reference being made to the records thereof for the full particulars.
21. Memorandum of Lease by and between Wendover Village, LLC, Lessor, and Circuit City Stores, Inc., Lessee, recorded in Book 6027, Page 2722 of the Guilford County Registry, reference being made to the records thereof for the full particulars.