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FORSYTH CO, NC FEE \$75.00
PRESENTED & RECORDED:

09-22-2009 03:03:00 PM

C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY E. NAVARRO
DPTY

BK: RE 2913
PG: 1994-2018

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Timothy W. Griffin, Esq. 704.342.5251	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Timothy W. Griffin, Esq. Poyner Spruill LLP 301 S. College Street, Suite 2300 Charlotte, North Carolina 28202	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Brookstown Development Partners, LLC				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 104 Cambridge Plaza Drive		CITY Winston-Salem	STATE NC	POSTAL CODE 27104
1d. TAX ID # \$SN OR EIN Do not provide		ADDT. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION North Carolina
			1g. ORGANIZATIONAL ID #, if any 0771114	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID # \$SN OR EIN		ADDT. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Regions Bank				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS Greensboro L.P.O., 2102 North Elms Street, Suite A		CITY Greensboro	STATE NC	POSTAL CODE 27408
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" attached hereto and made a part hereof.

FIXTURES

See attached legal description

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAI-LOR	SELLER/BUYER	A.G. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA
PS 021052/007 Forsyth County #390425

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME
 Brookstown Development Partners, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

Do not provide NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
 See Exhibit B attached hereto and made a part hereof.

18. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A
UCC-1
BROOKSTOWN DEVELOPMENT PARTNERS, LLC, (the "DEBTOR")
REGIONS BANK, (the "SECURED PARTY")

The property in which the Secured Party is granted a security interest and lien is described following (the "Collateral"):

a. All "Personalty," meaning all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Mortgaged Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Mortgaged Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust, and the New Deed of Trust and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) and chattel paper related to the Mortgaged Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Mortgaged Property or the operation thereof; (e) all of Debtor's rights and interests under all Swap Contracts, including all rights to the payment of money from Secured Party (or its affiliate) under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Debtor with respect to the Mortgaged Property or Debtor's operation thereof; and (g) all money, instruments documents (whether tangible or electronic) and investment property arising from or by virtue of any transactions related to the Mortgaged Property, and all deposits and deposit accounts of Debtor with Secured Party related to the Mortgaged Property, including any such deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing.

b. All "Condemnation Awards," meaning any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

c. All "Insurance Proceeds," meaning the insurance claims under and the proceeds of any and all policies of insurance covering the Mortgaged Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Mortgaged

Property, in each case whether now or hereafter existing or arising.

d. All "Design and Construction Documents," meaning, collectively, (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Real Estate or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Real Estate or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Real Estate or the construction or repair of Improvements; and (d) all amendments of or supplements to any of the foregoing.

e. All "Contracts of Sale," meaning all contracts for the sale of all or any part of the Mortgaged Property or any interest therein, whether now in existence or hereafter executed.

f. All "Refinancing Commitments," meaning all commitments from or other agreements with any Person providing for the financing of the Mortgaged Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loan.

g. All "Leases," meaning all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Mortgaged Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the instalments of rent coming due thereunder.

h. All "Rents," meaning all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Mortgaged Property, or arising from the use or enjoyment of the Mortgaged Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Mortgaged Property.

i. All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing property described herein.

Notwithstanding anything herein to the contrary, the Collateral shall not include the "Incentives." As used herein, "Incentives" means all of Debtor's right, title and interest in, to and under the following described property whether now owned or existing or hereafter acquired or existing, and wherever located (any reference herein to an agreement, instrument or document shall include such agreement, instrument or document as the same may be from time to time amended, modified, supplemented, or replaced or extended) (i) any and all "Advances on Brookstown Project Incentives" and the "Brookstown Project Incentives" described in Sections 6 and 9 of the Amended and Restated Incentives Agreement by and among the City of Winston-Salem, Debtor, Sports Menagerie Corp., Sports Menagerie Stadium LLC and Sports Menagerie, LLC, of even date herewith, (ii) any and all economic development incentives payable under,

arising out of or pursuant to an economic development incentives agreement to be entered into after the date hereof by and among Forsyth County, Debtor and Sports Menagerie, LLC approved, authorized, arising out of or in connection with a Resolution Authorizing the Expenditure of County General Funds for Economic Development Project and Authorizing Execution of an Agreement with Brookstown Development Partners, LLC, Sports Menagerie, LLC and a Designated Non-Profit Corporation adopted by the County Commissioners of Forsyth County on March 12, 2007, and any other resolution hereafter adopted by Forsyth County and supplementing, amending or otherwise related to the subject matter of such resolution, and (iii) all Accounts, Additions, Claims, Contracts, Personalty, Proceeds, substitutions, replacements, additions and accessions arising out of, for or related to any of the foregoing.

As used in this document, the following terms shall have the meanings specified:

“Accessories” means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Mortgaged Property, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Real Estate or stored elsewhere) for use or installation in or on the Mortgaged Property, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Mortgaged Property.

“Accounts” means all accounts of Debtor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Mortgaged Property or for services rendered therein or thereon.

“Additions” means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

“Claim” or “Claims” means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

“Collateral” means the property or interest in property described in sections a. through i. above.

“Condemnation” means any taking of title to, use of, or any other interest in the Mortgaged Property under the exercise of the power of condemnation or eminent domain, whether temporarily or permanently, by any Governmental Authority or by any other Person acting under or for the benefit of a Governmental Authority.

“Condemnation Awards” means any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

“Contracts” means all Design and Construction Documents, Contracts of Sale, Leases, guaranties, indemnity rights, supporting obligations, and Swap Contracts relating to the Mortgaged Property, now or later existing.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

Deed of Trust means the Deed of Trust Securing Future Advances recorded in Book 2702 at Page 2626 of the Forsyth County Public Registry executed by the Secured Party as grantor in favor of the Secured Party as beneficiary, as previously amended and amended hereafter from time to time.

“Improvements” means all improvements now or subsequently situated on the Real Estate (including buildings, amenities, paving, landscaping, grading, parking and utility installations).

“Insurance Proceeds” means the insurance claims under and the proceeds of any and all policies of insurance covering the Mortgaged Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Mortgaged Property, in each case whether now or hereafter existing or arising.

“Leases” means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Mortgaged Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

“Mortgaged Property” means collectively, the Real Estate and the Collateral.

New Deed of Trust means the Deed of Trust recorded in the Forsyth County Public Registry recorded in September, 2009 executed by the Debtor as grantor in favor of the Secured Party as beneficiary, as previously amended and amended hereafter from time to time.

“Person” means an individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any Governmental Authority or any other entity.

“Proceeds,” when used with respect to any of the Mortgaged Property, means all proceeds of such Mortgaged Property, including all Insurance Proceeds and all other proceeds within the meaning of that term as defined in the Uniform Commercial Code of the State.

"Real Estate" means the real property more particularly described in Exhibit B which is attached hereto and made a part hereof.

"State" means the Estate in which the Real Estate is located.

"Swap Contract" means any agreement, whether or not in writing, relating to any derivatives arrangement, interest rate hedge, or swap contract, including, unless the context otherwise clearly requires, any form of master agreement (the "Master Agreement") published by the International Swaps and Derivatives Association, Inc., or any other master agreement, entered into prior to the date hereof or any time after the date hereof, between Swap Counterparty and Borrower or Debtor (or its Affiliate (as defined in any Swap Contract)), together with any related schedule and confirmation, as amended, supplemented, superseded or replaced from time to time, provided the "Swap Contract" shall only be those arranged by the Secured Party in connection with the Obligations.

"Taxes" means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Debtor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

EXHIBIT A
UCC-1
BROOKSTOWN DEVELOPMENT PARTNERS, LLC, (the "DEBTOR")
REGIONS BANK, (the "SECURED PARTY")

The property in which the Secured Party is granted a security interest and lien is described following (the "Collateral"):

a. All "Personalty," meaning all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Mortgaged Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Mortgaged Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust, and the New Deed of Trust and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) and chattel paper related to the Mortgaged Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Mortgaged Property or the operation thereof; (e) all of Debtor's rights and interests under all Swap Contracts, including all rights to the payment of money from Secured Party (or its affiliate) under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Debtor with respect to the Mortgaged Property or Debtor's operation thereof; and (g) all money, instruments documents (whether tangible or electronic) and investment property arising from or by virtue of any transactions related to the Mortgaged Property, and all deposits and deposit accounts of Debtor with Secured Party related to the Mortgaged Property, including any such deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing.

b. All "Condemnation Awards," meaning any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

c. All "Insurance Proceeds," meaning the insurance claims under and the proceeds of any and all policies of insurance covering the Mortgaged Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Mortgaged

Property, in each case whether now or hereafter existing or arising.

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e. All "Contracts of Sale," meaning all contracts for the sale of all or any part of the Mortgaged Property or any interest therein, whether now in existence or hereafter executed.

f. All "Refinancing Commitments," meaning all commitments from or other agreements with any Person providing for the financing of the Mortgaged Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loan.

g. All "Leases," meaning all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Mortgaged Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the instalments of rent coming due thereunder.

h. All "Rents," meaning all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Mortgaged Property, or arising from the use or enjoyment of the Mortgaged Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Mortgaged Property.

i. All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing property described herein.

Notwithstanding anything herein to the contrary, the Collateral shall not include the "Incentives." As used herein, "Incentives" means all of Debtor's right, title and interest in, to and under the following described property whether now owned or existing or hereafter acquired or existing, and wherever located (any reference herein to an agreement, instrument or document shall include such agreement, instrument or document as the same may be from time to time amended, modified, supplemented, or replaced or extended) (i) any and all "Advances on Brookstown Project Incentives" and the "Brookstown Project Incentives" described in Sections 6 and 9 of the Amended and Restated Incentives Agreement by and among the City of Winston-Salem, Debtor, Sports Menagerie Corp., Sports Menagerie Stadium LLC and Sports Menagerie, LLC, of even date herewith, (ii) any and all economic development incentives payable under,

arising out of or pursuant to an economic development incentives agreement to be entered into after the date hereof by and among Forsyth County, Debtor and Sports Menagerie, LLC approved, authorized, arising out of or in connection with a Resolution Authorizing the Expenditure of County General Funds for Economic Development Project and Authorizing Execution of an Agreement with Brookstown Development Partners, LLC, Sports Menagerie, LLC and a Designated Non-Profit Corporation adopted by the County Commissioners of Forsyth County on March 12, 2007, and any other resolution hereafter adopted by Forsyth County and supplementing, amending or otherwise related to the subject matter of such resolution, and (iii) all Accounts, Additions, Claims, Contracts, Personalty, Proceeds, substitutions, replacements, additions and accessions arising out of, for or related to any of the foregoing.

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“Claim” or “Claims” means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

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"Real Estate" means the real property more particularly described in Exhibit B which is attached hereto and made a part hereof.

"State" means the Estate in which the Real Estate is located.

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"Taxes" means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Debtor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

EXHIBIT B
(THE REAL ESTATE)

Nothing in the following property description or the instrument to which it is annexed is intended as a consent or subordination by Regions Bank to any public or private easement, right-of-way or other encumbrance, including but not limited to any public or private easement, right-of-way or other matter shown on any of the following: (a) any survey described below, (b) any recorded plat referenced in the following property description, or (c) any recorded plat referenced on any survey described below.

PARCEL A: CONSISTING OF TRACT 1, TRACT 2 AND TRACT 3:

Tract 1: (Tax Block 0098, Lots 003A, 003B, 101A, 201 and 202A, Forsyth County)

Commencing at an existing 1" iron pipe, the point of intersection of the East right-of-way line of Green Street and the South right-of-way line of Brookstown Avenue; thence along the East right-of-way line of Green Street South 05° 38' 44" East 187.66' to an existing 1-1/4" iron pipe, the point of beginning; thence from the point of beginning, leaving the East right-of-way line of Green Street North 80° 43' 07" East 63.95 feet to an existing 3/4" iron pipe; thence South 79° 01' 40" East 153.57 feet to an existing 1" iron pipe on the West right-of-way line of Broad Street; thence along the West right-of-way line of Broad Street South 15° 41' 15" East 66.87 feet to an existing 3/4" iron pipe; thence leaving the West right-of-way line of Broad Street North 85° 38' 31" West 86.97 feet to an existing 3/4" iron pipe; thence North 01° 35' 47" East 9.59 feet to an existing 3/4" iron pipe; thence North 86° 53' 57" West 139.42 feet to an existing iron pipe on the East right-of-way line of Green Street; thence along the East right-of-way line of Green Street North 06° 02' 00" West 59.90 feet to the point of beginning, containing 0.3369 acres. For further reference, see an unrecorded plat by DSA Design Group of NC, Inc., dated March 19, 1992.

Tract 2: (Tax Block 0098, Lot 101C, Forsyth County)

Beginning at an existing 1" iron pipe, the point of intersection of the East right-of-way line of Green Street and the South right-of-way line of Brookstown Avenue; thence from the point of beginning along the South right-of-way line of Brookstown Avenue South 67° 47' 28" East 74.65 feet to a new iron pipe; thence leaving the South right-of-way line of Brookstown Avenue, a new line South 05° 38' 44" East 136.08 feet to a new iron pipe; thence a new line South 04° 06' 22" West 12.83 feet to an existing 3/4" iron pipe; thence South 80° 43' 07" West 63.95 feet to an existing 1-1/4" iron pipe, a point on the East right-of-way line of Green Street; thence along the East right-of-way line of Green Street North 05° 38' 44" West 187.66 feet to the point of beginning, containing 0.2544 acres. For further reference, see an unrecorded plat prepared by DSA Group of N.C., Inc., dated March 19, 1992, having a Job Number of 90108.05\ESMTS1.

Tract 3: (Tax Block 0103, Lots 106 & 107, Forsyth County)

Beginning at a point in the western right-of-way of Brookstown Avenue, said point being the southeastern corner of that property conveyed to Nugent Properties, LLC in Deed Book 2322, Page 2238, Forsyth County Registry, and running thence along the western right-of-way line of Brookstown Avenue South $42^{\circ} 51' 45''$ East 305.92 feet to a point; thence leaving the western right-of-way line of Brookstown Avenue and running South $43^{\circ} 42' 27''$ West 204.68 feet to a point in the southeastern corner of that property conveyed to Brookstown Development Partners, LLC in Book 2744, Page 3013, Forsyth County Registry; thence with the eastern boundary of said Brookstown Development Partners, LLC property and the eastern boundary of property conveyed to Brookstown Development Partners, LLC in Book 2802, Page 3951, Forsyth County Registry, North $56^{\circ} 34' 54''$ West 157.04 feet to a point in the eastern corner of property conveyed to R. David Mecum & wife, Susan Mecum, in Book 2201, Page 4288, Forsyth County Registry; thence with said Mecum property North $59^{\circ} 35' 15''$ West 63.36 feet and North $54^{\circ} 52' 19''$ West 63.03 feet to a point in the southeastern corner of property conveyed to Fisk Electric Co. in Book 2667, Page 1736, Forsyth County Registry; thence with the eastern boundary of Fisk Electric Co. property North $57^{\circ} 38' 38''$ West 13.43 feet to a point in the southwestern corner of the Nugent property referenced above; thence with the southeastern boundary of said Nugent property, North $38^{\circ} 07' 36''$ East 276.27 feet to the point and place of BEGINNING, containing 1.613 acres, more or less.

Parcel B:

BEGINNING at an iron pipe found on the western corner of the herein described property and the eastern boundary of Park Circle, a fifty (50) foot public right-of-way; thence S 87-26-26 E 97.74 feet to an iron rebar set; thence S 80-03-52 E a total distance of 23.18 feet to an iron pipe found; thence N 04-36-49 E 125.88 feet to a magnetic nail set; thence S 79-22-00 E a total distance of 258.13 feet to an iron rebar set; thence along a curve to the right having a radius of 30.00 feet with a chord bearing distance of S 31-59-00 E 44.15 feet to a magnetic nail set; thence S 15-59-24 W 54.34 feet to a magnetic nail found; thence S 14-55-56 W 97.88 feet to a magnetic nail set; thence along a curve to the right having a radius of 192.50 feet with a chord bearing distance of S 16-20-17 W 9.45 feet to an iron pipe found; thence along a curve to the right having a radius of 192.50 feet with a chord bearing distance of S 24-26-03 W 44.85 feet to an iron pipe found; thence along a curve to the right having a radius of 192.50 feet with a chord bearing distance of S 45-24-29 W 94.99 feet to an iron pipe found; thence S 59-41-30 W a total distance of 156.40 feet to iron rebar set; thence along a curve to the right having a radius of 261.17 feet with a chord bearing distance of S 64-49-31 W 46.74 feet to an iron pipe found; thence along a curve to the right having a radius of 261.17 feet with a chord bearing distance of S 75-53-32 W 54.00 feet to an iron pipe found; thence N 08-10-32 W 130.20 feet to an iron pipe found; thence N 08-03-55 W 54.66 feet to an iron pipe found; thence N 08-06-25 W 54.29 feet to an iron pipe found; thence N 08-00-29 W 53.67 feet to an iron pipe found; thence N 08-06-27 W 54.05 feet to the point and place of BEGINNING.

EXCEPTING from Parcel B that certain piece or parcel designated as the "Children's Playground" as shown on the plat of Shutt Park recorded in Plat Book 2, Page 31A in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. It should be noted that the 10' by 132.7' strip of

land leaving Peters Creek Parkway to the Children's Playground is not part of the Children's Playground described in the preceding sentence.

Parcel C:

BEGINNING at a magnetic nail set in the southwest corner of the herein described property and the northern boundary of W. First Street, a variable public right-of-way, thence N 02-45-27 E 54.80 feet to an iron pipe found; thence N 61-01-29 E 124.76 feet to an iron rebar set; thence along a curve to the right having a radius of 105.26 feet with a chord bearing distance of S 14-07-03 E 57.50 feet to an iron rebar set; thence S 01-44-01 W 69.86 feet to a magnetic nail set; thence N 85-12-46 W 124.00 feet to the point and place of BEGINNING.

Parcel D:

BEGINNING at an iron rebar found in the southwestern corner of the herein described property and eastern boundary line of Fayette Street, a fifty (50) foot public right-of-way; thence N 40-25-48 E 141.05 feet to an iron pipe found; thence N 59-35-15 W 63.36 feet to a magnetic nail found; thence N 54-52-19 W 63.03 feet to an iron pipe found; thence N 57-38-38 W 13.43 feet to an iron pipe found; thence N 38-07-36 E 276.27 feet to an iron pipe found; thence S 42-51-45 E 305.92 feet to an iron pipe found; thence S 45-56-24 E 49.24 feet to an iron rebar found; thence along a curve to the left having a radius of 391.33 feet with a chord bearing distance of S 52-02-36 E 84.12 feet to a magnetic nail set; thence along a curve to the right having a radius of 19.58 feet with a chord bearing distance of S 11-41-48 E 28.41 feet to an iron rebar set; thence along a curve to the left having a radius of 450.08 feet with a chord bearing distance of S 29-36-52 W 81.67 feet to a magnetic nail set; thence S 22-07-59 W 77.67 feet to an iron rebar set; thence N 59-41-41 W 6.20 feet to an iron rebar set; thence S 21-38-19 W 190.59 feet to an iron rebar set; thence S 60-39-53 W 36.68 feet to an iron rebar set; thence N 85-02-43 W a total distance of 157.53 feet to a magnetic nail set; thence N 01-46-25 E 58.47 feet to an iron pipe found; thence along a curve to the left having a radius of 156.60 feet with a chord bearing distance of N 02-18-59 W 49.44 feet to an iron pipe found; thence along a curve to the left having a radius of 156.60 feet with a chord bearing distance of N 27-40-04 W 87.74 feet to an iron rebar found; thence along a curve to the left having a radius of 156.60 feet with a chord bearing distance of N 47-35-07 W 19.94 feet to an iron pipe found; thence N 49-25-37 W 92.49 feet to the point and place of BEGINNING.

EXCEPTED from Parcel D is that certain piece or parcel of land described as follows: BEGINNING at an iron located in the northeastern corner of the property conveyed to R. David Mecum and wife, Susan Mecum in Book 2201, Page 4288, Forsyth County Registry, and running thence from said point and place of BEGINNING, North 57° 38' 38" West 13.43 feet to an iron; thence North 38° 07' 36" East 276.27 feet to an iron located in the western right-of-way line of Brookstown Avenue; thence with the western right-of-way line of Brookstown Avenue, South 42° 51' 45" East 305.92 feet to an iron; thence leaving the western right-of-way line of Brookstown Avenue, South 43° 42' 27" West 204.68 feet to an iron located in the southeastern corner of Lot 13 as shown on the plat of lands, a Part of Estate of W.L. Brown, as recorded in

Plat Book 8, Page 12, Forsyth County Registry; running thence with the eastern line of Lots 12 and 13 as shown on the W.L. Brown plat referenced above, North $56^{\circ} 27' 51''$ West 143.61 feet to an iron pin found; thence with the eastern line of the Mecum property, North $59^{\circ} 35' 15''$ West 63.36 feet to a point; thence continuing with the eastern line of Mecum, North $54^{\circ} 52' 19''$ West 63.03 feet to the point and place of BEGINNING. The above-described property is the same property conveyed to the City of Winston-Salem in Deed Book 206, Page 206, Forsyth County Registry.

Parcel E:

BEGINNING at an iron rebar set in the southwestern corner of the herein described property and the eastern boundary line of W. Second Street, a variable public right-of-way; thence N 21-52-51 E a total distance of 243.57 feet to an iron pipe found; thence along a curve to the right having a radius of 314.81 feet with a chord bearing distance of N 28-54-26 E 77.02 feet to an iron pipe found; thence along a curve to the right having a radius of 35.23 feet with a chord bearing distance of N 74-24-17 E 43.83 feet to an iron pipe found; thence S 67-07-46 E 50.57 feet to an iron rebar set; thence S 05-52-31 E 303.28 feet to an iron pipe found; thence N 68-31-21 W 2.08 feet to an iron rebar set; thence S 08-17-14 E 19.59 feet to an iron pipe found; thence S 48-23-55 W 60.93 feet to an iron pipe found; thence N 79-10-02 W 49.90 feet to a magnetic nail found; thence S 08-01-23 W 3.85 feet to an iron pipe found; thence N 79-28-43 W 33.41 feet to magnetic nail set; thence N 73-58-25 W 19.16 feet to a magnetic nail found; thence N 73-51-56 W a total distance of 89.69 feet to an iron rebar set; thence along a curve to the right having a radius of 25.00 feet with a chord bearing distance of N 25-59-32 W 37.08 feet to the point and place of BEGINNING.

Parcel F:

BEGINNING at an iron pipe found in the northern boundary of the herein described property and the southern boundary of W. Second Street, a variable public right-of-way; thence N 87-11-50 E 101.32 feet to an iron rebar found; thence S 05-44-41 E 38.84 feet to an iron pipe found; thence S 07-21-43 E 59.01 feet to an iron pipe found; thence S 06-48-29 E a total distance of 103.56 feet to an iron pipe found; thence N 68-41-29 W a total distance of 112.66 feet to an iron pipe found; thence N 67-50-10 W a total distance of 140.01 feet to an iron pipe found; thence along a curve to the right having a radius of 35.00 feet with a chord bearing distance of N 03-31-39 W 63.08 feet to a magnetic nail set; thence along a curve to the right having a radius of 326.52 feet with a chord bearing distance of N 71-21-29 E 119.87 feet to the point and place of BEGINNING.

EXCEPTED from Parcel F is that certain piece or parcel of land described as follows: BEGINNING at an iron pin located on the Southern right of way line of Second Street, said iron pin being located at the northwestern corner of Roger A. Williard (Deed Book 647, Page 177); running thence from said Beginning point South $06^{\circ} 30' 00''$ East 155.42 feet to an iron pin on the northern right of way line of Brookstown Avenue; running thence with the northern right of way line of Brookstown Avenue, North $66^{\circ} 57' 54''$ West 140.01 feet to a point;

running thence along a curve to the right, said curve having an arc distance of 78.57 feet, and a radius of 35.0 feet and a chord bearing and distance of North 02° 35' 54" West 63.08 feet to a point on the Southern right of way line of Second Street; running thence along the Southern right of way line of Second Street along a curve to the right, said curve having an arc distance of 120.77 feet, a radius of 281.19 feet and a chord bearing and distance of North 72° 12' 19" East 119.84 feet to the point and place of BEGINNING, as shown on a survey entitled Boundary Survey for James A. Finney and wife, Lynne S. Finney, by Thomas A. Riccio, RLS No. L-2815, dated January 27, 1989 and bearing Drawing Number 89016.

The above-described property is known and designated as Lots 118B, 119, 201 and 203 of Block 97 of the Forsyth County Tax Maps and is also designated as part of Lot 361 as shown on the Plat of the property of W. M. Chamberlain and Metropolitan Life Insurance Company as recorded in Plat Book 10, Page 2, in the office of the Register of Deeds of Forsyth County, North Carolina.

Parcel G:

BEGINNING at the northwestern corner of the herein described property and the southern boundary line of Brookstown Avenue, a forty (40) foot public right-of-way; thence S 67-51-49 E 233.27 feet to a computed point, said point being the northeastern corner of the herein described property and the western boundary line of N. Broad Street, a variable public right-of-way; thence S 08-00-18 E 118.64 feet to an iron pipe found; thence along a curve to the left having a radius of 815.96 feet with a chord bearing distance of S 13-38-57 E 66.06 feet to a magnetic nail set; thence along a curve to the left having a radius of 815.96 feet with a chord bearing distance of S 17-46-17 E 51.32 feet to an iron rebar found; thence along a curve to the left having a radius of 815.96 feet with a chord bearing distance of S 21-48-58 E 63.86 feet to an iron rebar found; thence along a curve to the right having a radius of 20.34 feet with a chord bearing distance of S 33-01-46 W 34.16 feet to an iron rebar found; thence N 84-57-54 W 111.71 feet to a magnetic nail set; thence N 83-20-27 W 56.74 feet to a magnetic nail found; thence along a curve to the right having a radius of 189.87 feet with a chord bearing distance of N 77-46-00 W 35.94 feet to a magnetic nail set; thence along a curve to the right having a radius of 25.00 feet with a chord bearing distance of N 46-01-28 W 21.28 feet to a magnetic nail set; thence along a curve to the right with a radius of 339.13 feet with a chord bearing distance of N 18-25-19 W 42.38 feet to an iron pipe found; thence along a curve to the right having a radius of 339.13 feet with a chord bearing distance of N 10-26-00 W 52.11 feet to an magnetic nail set; thence N 05-41-00 W 30.00 feet to an iron pipe found; thence N 06-05-23 W 59.91 feet to an iron pipe found; thence N 05-43-42 W 187.65 feet to the point and place of BEGINNING.

EXCEPTED from Parcel G are those certain pieces or tracts described in those deeds to the City of Winston-Salem recorded in Book 1744, Page 3509 and Book 1748, Page 3254, Forsyth County Registry.

EXHIBIT B-UCCREAL PROPERTY --BROOKSTOWN DEVELOPMENT PARTNERS, LLC
REGIONS BANK-

Nothing in the following property description or the instrument to which it is annexed is intended, nor shall it act as a consent or subordination by Regions Bank to any public or private easement, covenant, roadway, restriction, right-of-way or other encumbrance, or matter of any kind, including but not limited to any public or private easement, covenant, roadway, restriction, right-of-way or other encumbrance or other matter shown on any of the following: (a) any survey described above, (b) any recorded plat referenced in the foregoing property description, or (c) any recorded plat referenced on any survey described above.

REAL PROPERTY SUBJECT TO LIEN IN FAVOR OF REGIONS BANK
CONSISTING OF ALL OF PARCEL A, (LESS PARCEL A-1), AND ALL OF PARCEL
B, PARCEL C, PARCEL D, PARCEL E, PARCEL F, PARCEL G, PARCEL H, PARCEL
I, AND PARCEL J DESCRIBED AS FOLLOWS:

Parcel A :

BEGINNING at an iron pipe found in the northern right-of-way line of Business 40 Access Ramp (a controlled access public right-of-way) and said iron pipe being at the southwestern corner of the herein described property, thence N 18-25-54 W 76.01 feet to a scribed "x" set; thence N 18-53-40 E 59.97 feet to an iron rebar set; thence N 18-53-40 E 91.13 feet to an iron rebar set; thence along a curve to the right having a radius of 689.89 feet with a chord bearing distance of N 26-49-07 E 185.27 feet to an iron rebar set; thence N 26-04-17 W 4.59 feet to an iron pipe found; thence along a curve to the right having a radius of 693.89 feet with a chord bearing distance of N 37-23-58 E 64.85 feet to an iron rebar set; thence S 31-09-26 E 4.23 feet to an iron rebar set; thence along a curve to the right having a radius of 689.89 feet with a chord bearing distance of N 42-07-10 E 51.87 feet to an iron rebar set; thence N 31-09-26 W 4.13 feet to an iron rebar set; thence along a curve to the right having a radius of 693.89 feet with a chord bearing distance of N 46-28-25 E 51.19 feet to an iron rebar set; thence S 31-09-26 E 4.06 feet to an iron rebar set; thence N 48-36-57 E 92.46 feet to an iron rebar set; thence along a curve to the left having a radius of 375.57 feet with a chord bearing distance of N 35-18-59 E 172.80 feet; thence N 22-00-59 E 156.90 feet to an iron rebar set; thence N 52-36-59 E 76.20 feet to an iron rebar set; thence S 79-14-01 E 40.00 feet to an iron pipe found; thence N 04-36-47 W 4.31 feet to an iron pipe found; thence S 79-25-56 E 53.74 feet to an iron pipe found; thence S 79-20-26 E 54.39 feet to an iron rebar set; thence S 79-21-08 E 61.45 feet to an iron pipe found; thence S 79-53-13 E 44.52 feet to a scribed "x" found; thence S 72-25-17 E 25.25 feet to an iron rebar found; thence S 69-02-44 E 19.21 feet to a scribed "x" found; thence S 76-19-23 E 90.02 feet to an iron rebar set; thence along a curve to the left having a radius of 3,514.17 feet with a chord bearing

distance of S 84-17-33 E 52.27 feet to a nail found in walk; thence S 28-38-11 E 44.11 feet to an iron pipe found; thence S 71-52-34 W 6.27 feet to an iron pipe found; thence S 26-00-45 E 30.50 feet to an iron rebar set; thence S 62-47-45 W 60.00 feet to an iron rebar set; thence S 26-57-21 E 169.18 feet to a magnetic nail set; thence S 26-55-46 E 100.02 feet to an iron pipe found; thence N 63-55-26 E 89.83 feet to a railroad spike found; thence N 26-37-34 W 50.32 feet to an iron pipe found; thence N 63-28-39 E 110.81 feet to a nail found in walk; thence S 26-13-27 E 150.66 feet to an iron pipe found; thence S 25-56-30 E 150.13 feet to an iron pipe found in concrete; thence S 63-41-29 W 200.11 feet to an iron pipe found; thence S 63-42-03 W 45.46 feet to an iron rebar set; thence S 25-43-10 E 3.57 feet to an iron rebar set; thence S 63-32-32 W 194.26 feet to a concrete monument found; thence N 27-27-09 W 49.50 feet to a concrete monument found; thence S 63-26-42 W 99.36 feet to a concrete monument found; thence S 63-26-42 W 216.12 feet to an iron rebar set; thence S 63-26-42 W 40.74 feet to an iron rebar set; thence S 18-31-22 E 18.28 feet to an iron rebar set; thence S 63-34-15 W 198.99 feet to a concrete monument found; thence S 83-10-13 W 101.14 feet to an iron rebar set; thence N 64-50-07 W 82.16 feet to an iron rebar set; thence N 80-01-59 W 45.07 feet to an iron rebar set; thence N 18-30-13 W 24.00 feet to an iron rebar set; thence S 63-34-15 W 52.58 feet to an iron rebar set; thence N 73-00-14 W 89.30 feet to an iron rebar set; thence continuing N 73-00-14 W 63.35 feet to the point and place of BEGINNING.

LESS AND EXCEPT FROM PARCEL A, THE FOLLOWING PARCEL A-1, CONSISTING OF 8.561 ACRES, MORE OR LESS:

Parcel A-1:

All of that certain tract or parcel of land, lying and being in Winston Township, the City of Winston-Salem, Forsyth County, North Carolina and being more fully described as follows:

BEGINNING at a point (the "Point of Beginning") marked by a metal rebar set in the northerly right-of-way line of Business Interstate 40 and being located South 66 deg 07' 24" West a distance of 872.79 feet from NCGS Monument "Broad" [N.C. Grid Coordinates (NAD 83) N(y) = 260,535.844m, E(x) = 496,871.622m, combined scale & ellipsoid factor = 0.99994170];

thence from such Point of Beginning, with the northerly right-of-way line of Business Interstate 40, the following eight (8) courses and distances:

- 1) South 63 deg 34' 15" West a distance of 198.99 feet to a metal rebar set;
- 2) South 83 deg 10' 13" West a distance of 101.14 feet to a metal rebar set;
- 3) North 64 deg 50' 07" West a distance of 82.16 feet to a metal rebar set;
- 4) North 80 deg 01' 59" West a distance of 45.07 feet to a metal rebar set;
- 5) North 18 deg 30' 13" West a distance of 24.00 feet to a metal rebar set;
- 6) South 63 deg 34' 15" West a distance of 52.58 feet to a metal rebar set;
- 7) North 73 deg 00' 14" West a distance of 152.65 feet to a metal rebar set; and
- 8) North 18 deg 25' 54" West a distance of 76.01 feet to an "x" mark chiseled in a concrete sidewalk lying in the easterly right-of-way line of Peters Creek Parkway;

thence with the easterly right-of-way line of Peters Creek Parkway the following eight (8) courses and distances:

- 1) North 18 deg 53' 40" East a distance of 151.10 feet to a metal rebar found;
- 2) With a curve to the right an arc distance of 185.83 feet to a metal rebar found, said curve having a radius of 689.89 feet, a chord bearing of North 26 deg 49' 07" East, and a chord distance of 185.27 feet;
- 3) With a curve to the right an arc distance of 65.38 feet to a metal rebar found, said curve having a radius of 689.89 feet, a chord bearing of North 37 deg 15' 00" East, and a chord distance of 65.35 feet;
- 4) With a curve to the right an arc distance of 51.88 feet to a metal rebar found, said curve having a radius of 689.89 feet, a chord bearing of North 42 deg 07' 10" East, and a chord distance of 51.87 feet;
- 5) With a curve to the right an arc distance of 51.21 feet to a metal rebar found, said curve having a radius of 689.89 feet, a chord bearing of North 46 deg 23' 59" East, and a chord distance of 51.20 feet;
- 6) North 48 deg 36' 55" East a distance of 92.46 feet to a metal rebar found;
- 7) With a curve to the left an arc distance of 40.53 feet to a metal rebar found, said curve having a radius of 375.57 feet, a chord bearing of North 45 deg 31' 28" East, and a chord distance of 40.51 feet;
- 8) With a curve to the left an arc distance of 67.63 feet to a metal rebar set, said rebar lying in the southerly line of Lot 2 of Plat Book 54 Pages 182-184 of the Forsyth County Register of Deeds Office, said curve having a radius of 375.57 feet, a chord bearing of North 37 deg 16' 28" East, and a chord distance of 67.53 feet;

thence with the southerly line of said Lot 2 the following five (5) courses and distances:

- 1) South 74 deg 34' 31" East a distance of 273.58 feet to a metal rebar set;
- 2) South 33 deg 09' 16" East a distance of 215.10 feet to a metal rebar set;
- 3) South 27 deg 37' 21" East a distance of 37.74 feet to a metal rebar set;
- 4) North 62 deg 22' 39" East a distance of 10.50 feet to a metal rebar set; and
- 5) South 27 deg 37' 21" East a distance of 47.74 feet to a metal rebar set, said rebar lying in the northerly line of Lot 3 as shown on the map recorded in Plat Book 54, Pages 182-184, of the Forsyth County Registry;

thence with the northerly and westerly lines of the above-referenced Lot 3 the following six (6) courses and distances:

- 1) North 66 deg 48' 05" West a distance of 32.55 feet to a metal rebar set;
- 2) North 90 deg 00' 00" West a distance of 67.96 feet to a metal rebar set;
- 3) South 66 deg 48' 05" West a distance of 43.18 feet to a metal rebar set;
- 4) South 00 deg 00' 00" East a distance of 154.38 feet to a metal rebar set;
- 5) South 62 deg 23' 01" West a distance of 47.54 feet to a metal rebar set; and
- 6) South 27 deg 36' 59" East a distance of 94.11 feet to a metal rebar set in the northerly right-of-way line of Business Interstate 40;

thence with the northerly right-of-way line of Business Interstate 40 South 63 deg 26' 42" West a distance of 68.30 feet to a metal rebar set; thence South 18 deg 31' 22" East a distance of 18.28 feet to the Point of Beginning;

consisting of 8.561 acres, more or less, all as shown on a survey entitled "Downtown Winston-Salem Baseball Stadium" prepared by Stanley Robert Sacks, PLS (N.C. L-2913) and dated August 4, 2009.

Parcel B:

BEGINNING at an iron pipe found on the western corner of the herein described property and the eastern boundary of Park Circle, a fifty (50) foot public right-of-way; thence S 87-26-26 E 97.74 feet to an iron rebar set; thence S 80-03-52 E a total distance of 23.18 feet to an iron pipe found; thence N 04-36-49 E 125.88 feet to a magnetic nail set; thence S 79-22-00 E a total distance of 258.13 feet to an iron rebar set; thence along a curve to the right having a radius of 30.00 feet with a chord bearing distance of S 31-59-00 E 44.15 feet to a magnetic nail set; thence S 15-59-24 W 54.34 feet to a magnetic nail found; thence S 14-55-56 W 97.88 feet to a magnetic nail set; thence along a curve to the right having a radius of 192.50 feet with a chord bearing distance of S 16-20-17 W 9.45 feet to an iron pipe found; thence along a curve to the right having a radius of 192.50 feet with a chord bearing distance of S 24-26-03 W 44.85 feet to an iron pipe found; thence along a curve to the right having a radius of 192.50 feet with a chord bearing distance of S 45-24-29 W 94.99 feet to an iron pipe found; thence S 59-41-30 W a total distance of 156.40 feet to iron rebar set; thence along a curve to the right having a radius of 261.17 feet with a chord bearing distance of S 64-49-31 W 46.74 feet to an iron pipe found; thence along a curve to the right having a radius of 261.17 feet with a chord bearing distance of S 75-53-32 W 54.00 feet to an iron pipe found; thence N 08-10-32 W 130.20 feet to an iron pipe found; thence N 08-03-55 W 54.66 feet to an iron pipe found; thence N 08-06-25 W 54.29 feet to an iron pipe found; thence N 08-00-29 W 53.67 feet to an iron pipe found; thence N 08-06-27 W 54.05 feet to the point and place of BEGINNING.

EXCEPTING from Parcel B that certain piece or parcel designated as the "Children's Playground" as shown on the plat of Shutt Park recorded in Plat Book 2, Page 31A in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. It should be noted that the 10' by 132.7' strip of land leaving Peters Creek Parkway to the Children's Playground is not part of the Children's Playground described in the preceding sentence.

Parcel C:

BEGINNING at a magnetic nail set in the southwest corner of the herein described property and the northern boundary of W. First Street, a variable public right-of-way, thence N 02-45-27 E 54.80 feet to an iron pipe found; thence N 61-01-29 E 124.76 feet to an iron rebar set; thence along a curve to the right having a radius of 105.26 feet with a chord bearing distance of S 14-07-03 E 57.50 feet to an iron rebar set; thence S 01-44-01 W 69.86 feet to a magnetic nail set; thence N 85-12-46 W 124.00 feet to the point and place of BEGINNING.

Parcel D:

BEGINNING at an iron rebar found in the southernmost corner of the herein described property conveyed to R. David Mecum and wife, Susan Mecum in Book 2201, Page 4288, Forsyth County Registry, said rebar being located in the eastern boundary line of Fayette Street, a fifty (50) foot public right-of-way; thence N 40-25-48 E 141.05 feet to an iron pipe found; thence N 59-35-15 W 63.36 feet to a magnetic nail found; thence N 54-52-19 W 63.03 feet to an iron pipe found; thence N 57-38-38 W 13.43 feet to an iron pipe found; thence N 38-07-36 E 276.27 feet to an iron pipe found; thence S 42-51-45 E 305.92 feet to an iron pipe found; thence S 45-56-24 E 49.24 feet to an iron rebar found; thence along a curve to the left having a radius of 391.33 feet with a chord bearing distance of S 52-02-36 E 84.12 feet to a magnetic nail set; thence along a curve to the right having a radius of 19.58 feet with a chord bearing distance of S 11-41-48 E 28.41 feet to an iron rebar set; thence along a curve to the left having a radius of 450.08 feet with a chord bearing distance of S 29-36-52 W 81.67 feet to a magnetic nail set; thence S 22-07-59 W 77.67 feet to an iron rebar set; thence N 59-41-41 W 6.20 feet to an iron rebar set; thence S 21-38-19 W 190.59 feet to an iron rebar set; thence S 60-39-53 W 36.68 feet to an iron rebar set; thence N 85-02-43 W a total distance of 157.53 feet to a magnetic nail set; thence N 01-46-25 E 58.47 feet to an iron pipe found; thence along a curve to the left having a radius of 156.60 feet with a chord bearing distance of N 02-18-59 W 49.44 feet to an iron pipe found; thence along a curve to the left having a radius of 156.60 feet with a chord bearing distance of N 27-40-04 W 87.74 feet to an iron rebar found; thence along a curve to the left having a radius of 156.60 feet with a chord bearing distance of N 47-35-07 W 19.94 feet to an iron pipe found; thence N 49-25-37 W 92.49 feet to the point and place of BEGINNING.

EXCEPTED from Parcel D is that certain piece or parcel of land described as follows: BEGINNING at an iron located in the northeastern corner of the property conveyed to R. David Mecum and wife, Susan Mecum in Book 2201, Page 4288, Forsyth County Registry, and running thence from said point and place of BEGINNING, North 57° 38' 38" West 13.43 feet to an iron; thence North 38° 07' 36" East 276.27 feet to an iron located in the western right-of-way line of Brookstown Avenue; thence with the western right-of-way line of Brookstown Avenue, South 42° 51' 45" East 305.92 feet to an iron; thence leaving the western right-of-way line of Brookstown Avenue, South 43° 42' 27" West 204.68 feet to an iron located in the southeastern corner of Lot 13 as shown on the plat of lands, a Part of Estate of W.L. Brown, as recorded in Plat Book 8, Page 12, Forsyth County Registry; running thence with the eastern line of Lots 12 and 13 as shown on the W.L. Brown plat referenced above, North 56° 27' 51" West 143.61 feet to an iron pin found; thence with the eastern line of the Mecum property, North 59° 35' 15" West 63.36 feet to a point; thence continuing with the eastern line of Mecum, North 54° 52' 19" West 63.03 feet to the point and place of BEGINNING. The above-described property is the same property conveyed to the City of Winston-Salem in Deed Book 206, Page 206, Forsyth County Registry.

Parcel E:

BEGINNING at an iron rebar set in the southwestern corner of the herein described property and the eastern boundary line of W. Second Street, a variable public right-of-way; thence N 21-52-51 E a total distance of 243.57 feet to an iron pipe found; thence along a curve to the right having a radius of 314.81 feet with a chord bearing distance of N 28-54-26 E 77.02 feet to an iron pipe found; thence along a curve to the right having a radius of 35.23 feet with a chord bearing distance of N 74-24-17 E 43.83 feet to an iron pipe found; thence S 67-07-46 E 50.57 feet to an iron rebar set; thence S 05-52-31 E 303.28 feet to an iron pipe found; thence N 68-31-21 W 2.08 feet to an iron rebar set; thence S 08-17-14 E 19.59 feet to an iron pipe found; thence S 48-23-55 W 60.93 feet to an iron pipe found; thence N 79-10-02 W 49.90 feet to a magnetic nail found; thence S 08-01-23 W 3.85 feet to an iron pipe found; thence N 79-28-43 W 33.41 feet to magnetic nail set; thence N 73-58-25 W 19.16 feet to a magnetic nail found; thence N 73-51-56 W a total distance of 89.69 feet to an iron rebar set; thence along a curve to the right having a radius of 25.00 feet with a chord bearing distance of N 25-59-32 W 37.08 feet to the point and place of BEGINNING.

Parcel F:

BEGINNING at an iron pipe found in the northern boundary of the herein described property and the southern boundary of W. Second Street, the northeastern corner of property conveyed to Frank D. Lawson and Polly R. Lawson in Book 1934, Page 3023, Forsyth County Registry; thence N 87-11-50 E 101.32 feet to an iron rebar found; thence S 05-44-41 E 38.84 feet to an iron pipe found; thence S 07-21-43 E 59.01 feet to an iron pipe found; thence S 06-48-29 E a total distance of 103.56 feet to an iron pipe found; thence N 68-41-29 W a total distance of 112.66 feet to an iron pipe found; thence N 67-50-10 W a total distance of 140.01 feet to an iron pipe found; thence along a curve to the right having a radius of 35.00 feet with a chord bearing distance of N 03-31-39 W 63.08 feet to a magnetic nail set; thence along a curve to the right having a radius of 326.52 feet with a chord bearing distance of N 71-21-29 E 119.87 feet to the point and place of BEGINNING.

EXCEPTED from Parcel F is that certain piece or parcel of land described as follows: BEGINNING at an iron pin located on the Southern right of way line of Second Street, said iron pin being located at the northwestern corner of Roger A. Williard (Deed Book 647, Page 177); running thence from said Beginning point South 06° 30' 00" East 155.42 feet to an iron pin on the northern right of way line of Brookstown Avenue; running thence with the northern right of way line of Brookstown Avenue, North 66° 57' 54" West 140.01 feet to a point; running thence along a curve to the right, said curve having an arc distance of 78.57 feet, and a radius of 35.0 feet and a chord bearing and distance of North 02° 35' 54" West 63.08 feet to a point on the Southern right of way line of Second Street; running thence along the Southern right of way line of Second Street along a curve to the right, said curve having an arc distance of 120.77 feet, a radius of 281.19 feet and a chord bearing and distance of North 72° 12' 19" East

119.84 feet to the point and place of BEGINNING, as shown on a survey entitled Boundary Survey for James A. Finney and wife, Lynne S. Finney, by Thomas A. Riccio, RLS No. L-2815, dated January 27, 1989 and bearing Drawing Number 89016.

The above-described property is known and designated as Lots 118B, 119, 201 and 203 of Block 97 of the Forsyth County Tax Maps and is also designated as part of Lot 361 as shown on the Plat of the property of W. M. Chamberlain and Metropolitan Life Insurance Company as recorded in Plat Book 10, Page 2, in the office of the Register of Deeds of Forsyth County, North Carolina.

Parcel G:

BEGINNING at the northwestern corner of the herein described property conveyed to the City of Winston-Salem in Book 1748, Page 3254, Forsyth County Registry, said point being in the southern boundary line of Brookstown Avenue, a forty (40) foot public right-of-way; thence S 67-51-49 E 233.27 feet to a computed point, said point being the northeastern corner of the herein described property and the western boundary line of N. Broad Street, a variable public right-of-way; thence S 08-00-18 E 118.64 feet to an iron pipe found; thence along a curve to the left having a radius of 815.96 feet with a chord bearing distance of S 13-38-57 E 66.06 feet to a magnetic nail set; thence along a curve to the left having a radius of 815.96 feet with a chord bearing distance of S 17-46-17 E 51.32 feet to an iron rebar found; thence along a curve to the left having a radius of 815.96 feet with a chord bearing distance of S 21-48-58 E 63.86 feet to an iron rebar found; thence along a curve to the right having a radius of 20.34 feet with a chord bearing distance of S 33-01-46 W 34.16 feet to an iron rebar found; thence N 84-57-54 W 111.71 feet to a magnetic nail set; thence N 83-20-27 W 56.74 feet to a magnetic nail found; thence along a curve to the right having a radius of 189.87 feet with a chord bearing distance of N 77-46-00 W 35.94 feet to a magnetic nail set; thence along a curve to the right having a radius of 25.00 feet with a chord bearing distance of N 46-01-28 W 21.28 feet to a magnetic nail set; thence along a curve to the right with a radius of 339.13 feet with a chord bearing distance of N 18-25-19 W 42.38 feet to an iron pipe found; thence along a curve to the right having a radius of 339.13 feet with a chord bearing distance of N 10-26-00 W 52.11 feet to an magnetic nail set; thence N 05-41-00 W 30.00 feet to an iron pipe found; thence N 06-05-23 W 59.91 feet to an iron pipe found; thence N 05-43-42 W 187.65 feet to the point and place of BEGINNING.

EXCEPTED from Parcel G are those certain pieces or tracts described in those deeds to the City of Winston-Salem recorded in Book 1744, Page 3509 and Book 1748, Page 3254, Forsyth County Registry.

Parcel H: (Tax Block 0098, Lots 003A, 003B, 101A, 201 and 202A, Forsyth County)

Commencing at an existing 1" iron pipe, the point of intersection of the East right-of-way line of Green Street and the South right-of-way line of Brookstown Avenue; thence along the East right-of-way line of Green Street South 05° 38' 44" East 187.66' to an existing 1-1/4" iron pipe, the point of beginning; thence from the point of beginning, leaving the East right-of-way line of

Green Street North 80° 43' 07" East 63.95 feet to an existing ¾" iron pipe; thence South 79° 01' 40" East 153.57 feet to an existing 1" iron pipe on the West right-of-way line of Broad Street; thence along the West right-of-way line of Broad Street South 15° 41' 15" East 66.87 feet to an existing ¾" iron pipe; thence leaving the West right-of-way line of Broad Street North 85° 38' 31" West 86.97 feet to an existing ¾" iron pipe; thence North 01° 35' 47" East 9.59 feet to an existing ¾" iron pipe; thence North 86° 53' 57" West 139.42 feet to an existing iron pipe on the East right-of-way line of Green Street; thence along the East right-of-way line of Green Street North 06° 02' 00" West 59.90 feet to the point of beginning, containing 0.3369 acres. For further reference, see an unrecorded plat by DSA Design Group of NC, Inc., dated March 19, 1992.

Parcel I: (Tax Block 0098, Lot 101C, Forsyth County)

Beginning at an existing 1" iron pipe, the point of intersection of the East right-of-way line of Green Street and the South right-of-way line of Brookstown Avenue; thence from the point of beginning along the South right-of-way line of Brookstown Avenue South 67° 47' 28" East 74.65 feet to a new iron pipe; thence leaving the South right-of-way line of Brookstown Avenue, a new line South 05° 38' 44" East 136.08 feet to a new iron pipe; thence a new line South 04° 06' 22" West 12.83 feet to an existing ¾" iron pipe; thence South 80° 43' 07" West 63.95 feet to an existing 1-1/4" iron pipe, a point on the East right-of-way line of Green Street; thence along the East right-of-way line of Green Street North 05° 38' 44" West 187.66 feet to the point of beginning, containing 0.2544 acres. For further reference, see an unrecorded plat prepared by DSA Group of N.C., Inc., dated March 19, 1992, having a Job Number of 90108.05\ESMTS1.

Parcel J: (Tax Block 0103, Lots 106 & 107, Forsyth County)

Beginning at a point in the western right-of-way of Brookstown Avenue, said point being the southeastern corner of that property conveyed to Nugent Properties, LLC in Deed Book 2322, Page 2238, Forsyth County Registry, and running thence along the western right-of-way line of Brookstown Avenue South 42° 51' 45" East 305.92 feet to a point; thence leaving the western right-of-way line of Brookstown Avenue and running South 43° 42' 27" West 204.68 feet to a point in the southeastern corner of that property conveyed to Brookstown Development Partners, LLC in Book 2744, Page 3013, Forsyth County Registry; thence with the eastern boundary of said Brookstown Development Partners, LLC property and the eastern boundary of property conveyed to Brookstown Development Partners, LLC in Book 2802, Page 3951, Forsyth County Registry, North 56° 34' 54" West 157.04 feet to a point in the eastern corner of property conveyed to R. David Mecum & wife, Susan Mecum, in Book 2201, Page 4288, Forsyth County Registry; thence with said Mecum property North 59° 35' 15" West 63.36 feet and North 54° 52' 19" West 63.03 feet to a point in the southeastern corner of property conveyed to Fisk Electric Co. in Book 2667, Page 1736, Forsyth County Registry; thence with the eastern boundary of Fisk Electric Co. property North 57° 38' 38" West 13.43 feet to a point in the southwestern corner of the Nugent property referenced above; thence with the southeastern boundary of said Nugent property, North 38° 07' 36" East 276.27 feet to the point and place of BEGINNING, containing 1.613 acres, more or less.