

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$106,000.00

Parcel Identifier No. **0120156**

Verified by _____ County on the ____ day of _____, 2023

By: _____

Mail/Box to: Grantee at 219 American Avenue, Greensboro, North Carolina 27409, Attention: Jacob Kuo

This instrument was prepared by (without title examination and as counsel to Grantor only): Smith Anderson
150 Fayetteville Street, Suite 2300, Raleigh, North Carolina 27601

Brief description for the Index: 3415 Wake Forest Road, Raleigh, North Carolina 27609

THIS DEED made this 31st day of August, 2023, by and between

GRANTOR:

FRO II Raleigh Hotel Owner LLC,
a Delaware limited liability company

c/o Fortress Investment Group LLC
1345 6th Ave, 46th Floor
New York, NY 10105

GRANTEE:

Bethlehem Lodging LLC, a Delaware limited
liability, as to a sixty percent (60%) interest as
tenant in common, and HIRA Group LLC, a
Delaware limited liability company, as to a forty
percent (40%) interest as tenant in common

c/o Bethel Hospitality LLC
219 American Avenue
Greensboro, North Carolina 27409

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.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, that certain lot or parcel of land situated in the Neuse Township, City of Raleigh, County of Wake, North Carolina and more particularly described on **EXHIBIT A** attached hereto and made a part hereof by reference (the "**Property**").

The Property hereinabove described was acquired by Grantor by instruments recorded in Book 016369, Page 0001, Wake County Registry.

A map showing the above-described Property is recorded in Book of Maps 2020, Page 1388, Wake County Registry

submitted electronically by "Tuggle Duggins P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

All or a portion of the Property herein conveyed ☐ includes or ☒ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property hereinabove described is subject to the exceptions set forth on EXHIBIT B, attached hereto and made a part hereof by reference.

[REMAINDER OF PAGE BLANK]

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

Grantor:

FRO II RALEIGH HOTEL OWNER LLC
a Delaware limited liability company

By: [Signature]
Name: Timothy Bailey
Title: Treasurer

State of TEXAS - County of DALLAS

I, the undersigned Notary Public of the State aforesaid, certify that TIMOTHY BAILEY personally came before me this day and acknowledged that he/she is the TREASURER of FRO II Raleigh Hotel Owner LLC, a Delaware limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 28 day of AUGUST, 2023.

Witness my hand and Notarial stamp or seal this 28 day of AUGUST, 2023.

[Signature]
My Commission Expires: JUNE 6 2024

Signature of Notary Public

(Affix Seal)

Name

Notary's Printed or Typed

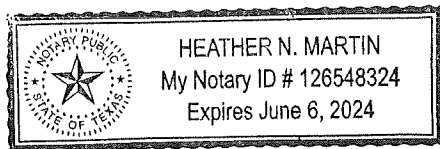


EXHIBIT A
LEGAL DESCRIPTION

Lying and being situate in Wake County, NC, and being more particularly described as follows:

BEING ALL of New Lot 1, New Lot 3, and New Lot 4, containing 1.53 acres, 0.68 acres, and 5.29 acres, respectively, as shown on a plat entitled, "Hilton Hotel Re-Development" recorded in Book of Maps 2020, Page 1388, Wake County Registry.

LESS AND EXCEPT those certain right of way areas on Lot 3 and Lot 4 per a deed for highway right of way recorded in Book 18070, Page 259, Wake County Registry.

TOGETHER WITH the easement(s) contained in that Declaration of Cross-Access Easements recorded in Book 18058, Page 1566, Wake County Registry.

FURTHER TOGETHER WITH the easements contained in that Declaration of Off-Site Parking Easements recorded in Book 18231, Page 1624, Wake County Registry.

Exhibit B
Permitted Exceptions

1. Taxes for the year 2023 and thereafter which are not yet due and payable.
2. Setback, easement, governmental regulation or other matter shown on or disclosed by plat recorded in Book of Maps 1988, Page 694; Book of Maps 1984, Page 528; Book of Maps 1981, Page 809 and Book of Maps 2020, Page 1388, Wake County Registry.
3. Easement(s) to Carolina Power and Light Company recorded in Book 3062, Page 481; Book 4358, Page 534; Book 4382, Page 893 and Book 4502, Page 388, Wake County Registry.
4. Easement to City of Raleigh for Bus Shelter recorded in Book 17187, Page 831, Wake County Registry.
5. Easement to City of Raleigh for Utilities recorded in Book 18056, Page 1573, Wake County Registry.
6. Declaration of Cross-Access Easements recorded in Book 18058, Page 1566, Wake County Registry.
7. Right(s) of Way as recorded in Book 18070, Page 259, Wake County Registry.
8. Declaration of offsite parking easements recorded in Book 18231, Page 1624, Wake County Registry.
9. Easement to Bank OZK for dumpster location recorded in Book 19276, Page 931, Wake County Registry.
10. The following matters shown on that survey by Justin L. Luther, PLS, for Newcomb Land Surveyors, LLC: a) 5 feet primary street, 5 feet side street, 0 or 6 feet side lot line, 0 or 6 feet rear lot line, 5 feet alley and 5 feet corner lot side yard setback lines; b) Right(s) of Way of Benson Drive, St. Albans Way, and Wake Forest Road, to full legal width(s); c) electric pedestals; d) overhead utility lines; e) lamp posts; f) water valves; g) 5' utility placement easement; h) encroachment(s) of parking area; i) sanitary sewer manholes; j) sanitary sewer cleanouts; k) 20' private drainage easement; l) storm curb inlets; m) drainage inlets; n) 30' City of Raleigh Sanitary Sewer Easement; o) temporary construction easement(s); p) encroachment of wood steps; q) permanent utility easement; r) dump pad; s) signal poles; t) guy wires; and u) sign(s).