



2013018581 00153

FORSYTH CO. NC FEE \$26.00
STATE OF NC REAL ESTATE EXT X
\$570.00

PRESENTED & RECORDED
04-25-2013 01:01:07 PM

C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY LORI HOLLOWAY
DPTY

BK: RE 3119
PG: 674-681

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$570.00

Parcel Identifier No. 6854-18-2814.00 Verified by _____ County on the ____ day of _____, 20____

By: _____

Mail/_____ Carruthers & Roth, P.A., P.O. Box 540 Greensboro, NC 27402-0540

This instrument was prepared by: Hartley, Rowe & Fowler, P.C., Post Office Box 489, Douglasville, GA 30133

Brief description for the Index: 2958 Waughtown Street, Winston-Salem, North Carolina

ENVELOPE

THIS DEED made this 25th day of April, 2013, by and between

GRANTOR	GRANTEE
Kingott LLC, a Georgia limited liability company Post Office Box 17901 Richmond, VA 23226	Premier Stores, Inc. 2302 W. Meadowview Rd Suite 116 Greensboro, NC 27407

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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, all that certain lot or parcel of land situated in the City of Winston-Salem, Forsyth County, North Carolina and more particularly described as follows: SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2773 pages 695-698.

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

A map showing the above described property is recorded in Plat Book _____ page _____.

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, other than the following exceptions:

- (1) Ad valorem taxes for 2013 and subsequent years, not yet due and payable.
- (2) Easement, rights of way, and restrictions of record.
- (3) Zoning ordinances and other governmental restrictions on the use and development of real property.
- (4) All matters as may be disclosed by a current survey or inspection of the property.
- (5) Consent Judgment recorded in Deed Book 1384 page 1397.

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

KINGOTT LLC, a Georgia limited liability company
(Entity Name)

By: [Signature]
Print/Type Name & Title: W. Richmond McDaniel, General Manager

Print/Type Name: Richmond McDaniel (SEAL)

By: [Signature]
Print/Type Name & Title:

Print/Type Name: Richmond McDaniel (SEAL)

By: _____
Print/Type Name & Title: _____

Print/Type Name: _____ (SEAL)

Print/Type Name: _____ (SEAL)

State of VIRGINIA - County or City of FREDERICKSBURG

I, the undersigned Notary Public of the County or City of FREDERICKSBURG and State aforesaid, certify that W. RICHMOND MCDANIEL personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24th day of APRIL, 2013.

My Commission Expires: 1/31/2015
(Affix Seal)



Kathryn M. Stoelker
Commonwealth of Virginia
Notary Public
Commission No. 7091157
My Commission Expires 1/31/2015
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that W. Richmond McDaniel personally came before me this day and acknowledged that he is a General Manager of Kingott LLC, a Georgia limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of April, 2013.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

FIRST AMENDMENT TO AMENDED AND RESTATED OPERATING AGREEMENT

This First Amendment to Amended and Restated Operating Agreement (the "First Amendment") is made and entered effective the 23rd day of April, 2013 by and between JULIAN T. OTTLEY and W. RICHMOND McDANIEL, which parties acknowledge the following facts:

- A. Effective February 21, 2011 the parties entered an Amended and Restated Operating Agreement (the "Operating Agreement") to govern the business and affairs of KINGOTT LLC, a Georgia limited liability company (the "Company").
- B. The undersigned parties are the sole Members and General Manager of the Company and desire to amend the Operating Agreement in accordance with the terms and provisions of this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

- 1. All terms defined in the Operating Agreement shall have the same meaning when used in this First Amendment.
- 2. The Operating Agreement is amended to provide that the authority of the General Manager to act on behalf of the Company may be delegated to persons or Members other than the General Manager. The delegation of authority may be general or limited to specific matters. The General Manager may designate any person or Member of the Company as a General Manager of the Company authorized to act on behalf of the Company in a specific matter or transaction.
- 3. Any delegation of authority by the General Manager shall be set forth in a unanimous consent signed by all Members and the General Manager of the Company. Any third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority granted and delegated by a General Manager as set forth in any consent of the Members and General Manager.
- 4. Except to the extent modified by this First Amendment all other terms and provisions of the Operating Agreement shall remain of full force and effect.
- 5. This First Amendment may be executed in multiple counterparts, and all of such counterparts assembled to form one composite original.
- 6. This First Amendment may be executed by electronic signature, which shall be effective as an original signature for all purposes.

IN WITNESS WHEREOF, the parties have executed this First Amendment under seal, as of the date set forth above.



JULIAN T. OTTLEY

W. RICHMOND McDANIEL

FIRST AMENDMENT TO AMENDED AND RESTATED OPERATING AGREEMENT

This First Amendment to Amended and Restated Operating Agreement (the "First Amendment") is made and entered effective the 23rd day of April, 2013 by and between JULIAN T. OTTLEY and W. RICHMOND McDANIEL, which parties acknowledge the following facts:

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2. The Operating Agreement is amended to provide that the authority of the General Manager to act on behalf of the Company may be delegated to persons or Members other than the General Manager. The delegation of authority may be general or limited to specific matters. The General Manager may designate any person or Member of the Company as a General Manager of the Company authorized to act on behalf of the Company in a specific matter or transaction.
3. Any delegation of authority by the General Manager shall be set forth in a unanimous consent signed by all Members and the General Manager of the Company. Any third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority granted and delegated by a General Manager as set forth in any consent of the Members and General Manager.
4. Except to the extent modified by this First Amendment all other terms and provisions of the Operating Agreement shall remain of full force and effect.
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6. This First Amendment may be executed by electronic signature, which shall be effective as an original signature for all purposes.

IN WITNESS WHEREOF, the parties have executed this First Amendment under seal, as of the date set forth above.

JULIAN T. OTTLEY



W. RICHMOND McDANIEL

CONSENT OF MEMBERS

WHEREAS, KINGOTT LLC, a Georgia limited liability company (the "Company") owns real property as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, the Company has previously entered a Purchase Agreement (the "Contract") for sale of the Property to Premier Stores, Inc.; and

WHEREAS, the Company desires to convey the Property in accordance with the terms of the Contract;

NOW, THEREFORE, the undersigned being all Members and the General Manager of the Company do hereby consent and agree as follows:

1. The Company shall sell the Property in accordance with the terms of the Contract.
2. Julian T. Ottley, as General Manager of the Company, and the undersigned, as all Members of the Company, hereby designate W. Richmond McDaniel to serve as a General Manager of the Company limited, however, to the specific matters authorized in this Consent of Members.
3. Julian T. Ottley, as General Manager of the Company, and the undersigned, as all Members of the Company, authorize W. Richmond McDaniel acting as a General Manager of the Company, and delegate unto him, authority to make, execute and deliver in the name of the Company all contracts, agreements, warranty deeds, settlement statements, affidavits and all other documents and agreements necessary or appropriate to convey the Property and perform all obligations of the Company pursuant to the Contract (the "Sale Documents"). Julian T. Ottley, as General Manager of the Company, specifically authorizes and directs W. Richmond McDaniel, acting as a General Manager of the Company, to execute and deliver the Sale Documents.
4. All actions taken by any Member or the General Manager of the Company prior to adoption of this Consent with respect to execution of the Contract and sale of the Property pursuant to the terms of the Contract are hereby ratified and approved as the due and lawful action of the Company.
5. The undersigned Members are all members of the Company.
6. This Consent may be executed in multiple counterparts, each of which counterparts may then be assembled to form one composite original. This Consent may be executed by facsimile signature, which signatures shall be effective as original signatures.

This 25th day of April, 2013.



 JULIAN T. OTTLEY
 MEMBER/ GENERAL MANAGER

 W. RICHMOND McDANIEL
 MEMBER

CONSENT OF MEMBERS

WHEREAS, KINGOTT LLC, a Georgia limited liability company (the "Company") owns real property as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, the Company has previously entered a Purchase Agreement (the "Contract") for sale of the Property to Premier Stores, Inc.; and

WHEREAS, the Company desires to convey the Property in accordance with the terms of the Contract;

NOW, THEREFORE, the undersigned being all Members and the General Manager of the Company do hereby consent and agree as follows:

1. The Company shall sell the Property in accordance with the terms of the Contract.
2. Julian T. Ottley, as General Manager of the Company, and the undersigned, as all Members of the Company, hereby designate W. Richmond McDaniel to serve as a General Manager of the Company limited, however, to the specific matters authorized in this Consent of Members.
3. Julian T. Ottley, as General Manager of the Company, and the undersigned, as all Members of the Company, authorize W. Richmond McDaniel acting as a General Manager of the Company, and delegate unto him, authority to make, execute and deliver in the name of the Company all contracts, agreements, warranty deeds, settlement statements, affidavits and all other documents and agreements necessary or appropriate to convey the Property and perform all obligations of the Company pursuant to the Contract (the "Sale Documents"). Julian T. Ottley, as General Manager of the Company, specifically authorizes and directs W. Richmond McDaniel, acting as a General Manager of the Company, to execute and deliver the Sale Documents.
4. All actions taken by any Member or the General Manager of the Company prior to adoption of this Consent with respect to execution of the Contract and sale of the Property pursuant to the terms of the Contract are hereby ratified and approved as the due and lawful action of the Company.
5. The undersigned Members are all members of the Company.
6. This Consent may be executed in multiple counterparts, each of which counterparts may then be assembled to form one composite original. This Consent may be executed by facsimile signature, which signatures shall be effective as original signatures.

This 25th day of April, 2013.

JULIAN T. OTTLEY
MEMBER/ GENERAL MANAGER

W. RICHMOND MCDANIEL
MEMBER

EXHIBIT A

TRACT 1:

BEGINNING at an iron stake located in the Southern right of way line of Waughtown street, the Northeast corner of Lot Number 2 (Two), as shown on the Map of C. E. EBERT PROPERTY as recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 7 at Page 105, to which Map reference is hereby made, and also being the Northeast corner of F. S. WRIGHT PROPERTY as described in Deed Book 433, Page 251; running thence with the Southern right of way line of Waughtown Street, North 84 degrees 25 minutes East 155.9 feet to an iron stake located in the Southern right of way line of Waughtown Street; running thence South 02 degrees 22 minutes East 92.7 feet to an iron stake located in the Northern right of way line of Sprague Street, running thence with the Northern right of way of Sprague Street, South 53 degrees 50 minutes West 196 feet to an iron stake located in the Northern right of way line of Sprague Street, the Southeast corner of F. S. WRIGHT; running thence with the Eastern property line of F. S. WRIGHT North 0 degrees 15 minutes West 185 feet to an old iron; thence continuing North 0 degrees 15 minutes West 8.1 feet to an iron stake located in the Southern right of way line of Waughtown Street, the place of BEGINNING, and being known and designated as the Northern part of Lot Number 3 (Three)

and the Northwest part of Lot Number 4 (Four) as shown of the Map of C. E. EBERT PROPERTY as recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 7 at Page 105, and being in all respects the identical property conveyed to Archdale Oil Company, Inc. by Ruby M. Clodfelter by deed recorded in the Office of the Register of Deeds of Forsyth County, N.C., in Deed Book 919 at Page 20 and being further identified as Lots 105 and 107, Block 1713, as shown on the Forsyth County Tax Map.

The above metes and bounds description is in accordance with a survey of Joseph E. Franklin, R.L.S., dated December 16, 1966, and entitled "Property of Harold L. Coleman."

Being further identified as the identical property conveyed to Harold L. Coleman, by deed dated December 22, 1966, recorded in Deed Book 936 at Page 506, in the Office of the Register of Deeds of Forsyth County, North Carolina, from Archdale Oil Company, Inc. and conveyed to H.L. Coleman, Inc., by deed dated March 1, 1967, recorded in Deed Book 943 at Page 663 in the Office of the Register of Deeds of Forsyth County, North Carolina.

Save and except that portion of Tract 1 condemned by the City of Winston-Salem in action entitled "City of Winston-Salem, Plaintiff, vs. H.L. Coleman, Inc., Defendant", (see file #79-CVS 4369 in the Office of the Clerk of Superior Court of Forsyth County, North Carolina.) Described as follows:

BEGINNING at a point, an iron stake in the new established South right of way line of Waughtown Street, said point also being the new Northwest corner of Lot No. 105, Block 1713, Forsyth County Tax Map, located North 83 degrees 17 minutes 54 seconds East, 168.47 feet from the Southeast corner of the intersection of Reynolds Park Road and Waughtown Street. Running thence along the old West line of said Lot 105, North 01 degrees 07 minutes 25 seconds West, 8.15 feet to a point; the old common corner of Lots No. 103 and 105, Block 1713; thence along the old North line of said Lot No. 105 and Lot No. 107, Block 1713, North 84 degrees 14 minutes 49 seconds East 155.99 feet to point in the West line of Lot No. 4E, Block 1713; thence along the West line of said Lot No. 4E, South 03 degrees 09 minutes 24 seconds East, 5.54 feet to a point, an iron stake and new corner in the West line of said Lot No. 4E; thence along the new established South right of way line of Waughtown Street, crossing said Lots No. 107 and 105, South 83 degrees 17 minutes 54 seconds West, 156.42 feet to the point and place of BEGINNING. Containing 1,065.41 square feet.

EXHIBIT A

(continued)

Being known and designated as the extreme North portion of Lots No. 105 and 107, Block 1713, Forsyth County Tax Map, same being the North portion of the lot conveyed by Harold L. Coleman and his wife, Hazel B. Coleman, to H.L. Coleman, Incorporated and recorded in Deed Book 943 at page 663. See map of C.E. Ebert property, recorded in Plat Book 7 at page 105, Forsyth County Register of Deeds Office.

The above described is in accordance with a survey and map on file in the Public Works Department, Engineering Division, Winston-Salem City Hall.

TRACT 2:

BEGINNING at a point, an iron stake in the Northern right of way line of Sprague Street, said point being the Southeast corner of Lot 107, Block 1713, Forsyth County Tax Map.

Running thence along the East line of said Lot 107, North 03 degrees 09 minutes 24 seconds West, 87.16 feet to an iron stake located in the new Southerly right of way line of Waughtown Street, said point also being the new Northeast corner of said Lot 107 and the new Northwest corner of Lot 4E, Block 1713; and thence in an Easterly direction along said Southerly right of way line North 83 degrees 17 minutes 54 seconds East 24.65 feet to a point in the new Northerly line of Lot 4E; thence Southerly along a new line, South 03 degrees 09 minutes 24 seconds East, 72.90 feet to a point in the Northerly right of way line of Sprague Street; thence in a Southwesterly direction along the Southerly line of said Lot 4E, South 54 degrees 09 minutes 17 seconds West, 29.23 feet to the point and place of BEGINNING. Containing 1,969 square feet.

Being known and designated as a Westerly portion of Lot 4E, Block 1713, lying between the new Southerly right of way of Waughtown Street and existing Northerly right of way line of Sprague Street.

For more particulars and further description, see a map on file in the Records Center, Public Works Department, Engineering Division, Winston-Salem City Hall.