

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$148,434.00

Recording Time, Book and Page: \_\_\_\_\_

NCS-888615-SA1

Real Estate ID: 0443151

Parcel Identifier No.: 0756089999

Mail after recording to: Grantee

This instrument was prepared by:  
Mayer Brown LLP  
1999 K Street NW  
Washington, DC 20006  
Attn: D. Nathan McMichael

Brief Description for the index

Perimeter Five – 1030 Sync Street  
Morrisville, North Carolina

THIS DEED made as of the 20<sup>th</sup> day of NOVEMBER, 2018, by and between:

GRANTOR	GRANTEE
<p><b>SVT PERIMETER FIVE, L.P.</b>, a Delaware limited partnership</p> <p>whose mailing address is:</p> <p>c/o Starwood Capital Group 591 W. Putnam Avenue Greenwich, CT 06830</p>	<p><b>CEGM MORRISVILLE, LLC</b>, a Delaware limited liability company</p> <p>whose mailing address is:</p> <p>c/o Capri/EGM – VA Acquisitions, LLC 200 West Madison Street, Suite 2800 Chicago, IL 60606</p>

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.

**When Recorded Return To:** \_\_\_\_\_  
First American Title Insurance Company  
National Commercial Services  
18500 Von Karman Avenue, Suite 600  
Irvine, CA 92619

367 Submitted electronically by "First American Title Insurance Company - Charlotte NCS" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

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 Town of Morrisville, Wake County, North Carolina and more particularly described as follows:

**See Exhibit A attached hereto and incorporated herein by this reference.**

The property hereinabove described (the "**Property**") was acquired by Grantor by instrument recorded in Book 015980, Page 1828 of the Wake County Public Registry.

None of the property herein conveyed includes the primary residence of 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 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 Permitted Exceptions (as such term is defined below).

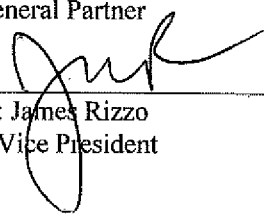
This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to (i) taxes or assessments for the year 2018, and subsequent years, not yet due or payable, (ii) all easements, covenants, conditions, restrictions, and encumbrances set forth on **Exhibit B**, (iii) all matters that a current, accurate survey of the Property would show and (iv) rights of tenants, as tenants only, under unrecorded leases, rental agreements, licenses and occupancy agreements, with no options to purchase or rights of first refusal to purchase the Property (hereinafter referred to collectively as the "**Permitted Exceptions**").

[SIGNATURE PAGE FOLLOWS]

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

**SVT PERIMETER FIVE, L.P.,**  
a Delaware limited partnership

By: SVT PERIMETER FIVE GP, L.L.C.,  
a Delaware limited liability company,  
its General Partner

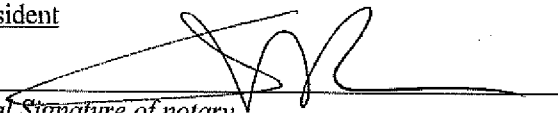
By:   
Name: James Rizzo  
Title: Vice President

STATE OF DC  
COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

(insert name(s) of those signing): James Rizzo, Vice President

Date: NOVEMBER 7<sup>TH</sup>, 2018

  
Official Signature of notary  
Oh Sung Choi  
Notary Public in and for the District of Columbia  
My Commission Expires 11/30/2021

My Commission Expires: 11/30/21

(Official Seal)



EXHIBIT A

Description of the Property

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

Being all of "Lot 8" as shown on that certain plat entitled "Easement Dedication and Subdivision Exemption Plat for Property of SVT Carrington Mill Blvd., L.P." dated May 6, 2016, and recorded in Book of Maps 2017 at Pages 18-22 in the Office of the Register of Deeds for Wake County, North Carolina.

## EXHIBIT B

## Permitted Exceptions

1. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II, recorded in Book 11448, Page 815, Wake County Registry.
2. Terms, provisions, covenants, conditions, easements and restrictions as provided in First Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II, recorded in Book 12029, Page 955, Wake County Registry.
3. Terms, provisions, covenants, conditions, easements and restrictions as provided in First Supplement to Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II, recorded in Book 12828, Page 1073, Wake County Registry.
4. Terms, provisions, covenants, conditions, easements and restrictions as provided in Second Supplement to Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II, recorded in Book 12961, Page 2616, Wake County Registry.
5. Terms, provisions, covenants, conditions, easements and restrictions as provided in Variance to Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II, recorded in Book 13640, Page 1873, Wake County Registry.
6. Terms, provisions, covenants, conditions, easements and restrictions as provided in Variance and Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II, recorded in Book 13662, Page 718, Wake County Registry.
7. Easement to Carolina Power & Light Company recorded in Book 919, Page 16, Wake County Registry.
8. Easement to Carolina Power & Light Company recorded in Book 1005, Page 365, Wake County Registry.
9. Easement to Carolina Power & Light Company recorded in Book 1805, Page 588, Wake County Registry.
10. Easement to Carolina Power & Light Company recorded in Book 2065, Page 320, Wake County Registry.
11. Easement to Carolina Power & Light Company recorded in Book 2231, Page 460, Wake County Registry.
12. Easement to Carolina Power & Light Company recorded in Book 2336, Page 478, Wake County Registry.
13. Easement to Carolina Power & Light Company recorded in Book 3635, Page 811, Wake County Registry.
14. Temporary Construction and Drainage Easements from Jesse Marcom to The Town of Morrisville recorded in Book 8206, Page 2725 in Wake County, Registry.
15. Easement to Wake County Watershed Commission recorded in Book 1874, Page 323, Wake County Registry.
16. Any right, easement, interest, encroachment, encumbrance, violation, variation or other adverse circumstance affecting the Title disclosed by plat recorded in Book of Maps 2014, Pages 315 and 318, Wake County Registry.
17. Access to the property is not direct but relies on access easement granted in Book 16701, Page 874, Wake County Registry.
18. Rights of others in and to the use of appurtenant easements set forth in Exhibit A herein.
19. Riparian rights, accretion, avulsion, and reliction associated with the waterways located on and near the Land.
20. Terms, provisions, covenants, conditions, easements, and restrictions (including the rights described in Section 4.6, which Section 4.6 rights are vested in SVT Perimeter Three, L.P. by virtue of the Assignment of Developer's Rights, Perimeter Park - Phase II recorded April 14, 2015 recorded in Book 15980, Page 1140, Wake County Registry.

21. Any right, easement, interest, encroachment, encumbrance, violation, variation or other adverse circumstance affecting the Title disclosed by those plats recorded in Book of Maps 2017, Pages 18, 19, 20, 21 and 22, Wake County Registry.
22. Ordinance for Annexation recorded in Book 16631, Page 310, Wake County Registry.
23. Stormwater Operation and Maintenance Agreement and Security to Town of Morrisville recorded in Book 16125, Page 1513, Wake County Registry.
24. Stormwater Operation and Maintenance Agreement and Security to Town of Morrisville recorded in Book 16125, Page 1524, Wake County Registry.
25. Stormwater Operation and Maintenance Agreement and Security to Town of Morrisville recorded in Book 16125, Page 1535, Wake County Registry.
26. Terms and provisions of that certain unrecorded Lease executed by SVT Perimeter Five, L.P., a Delaware limited partnership to Inc Research, LLC, a Delaware limited liability company dated January 19, 2017 as evidenced by a Memorandum Lease of which is recorded *in* Book 16685, Page 1829; and with First Amendment to Memorandum of lease recorded in Book 16875, Page 2676 Wake County Registry.
27. Easement Agreement recorded in Book 16701, Page 874, Wake County Registry.
28. Easement to BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina, a Georgia Limited Liability Company recorded in Book 16994, Page 2636, Wake County Registry.
29. Rights of parties in possession as tenants only, under unrecorded leases(s) or rental agreement(s).
30. Encroachments, overlaps, boundary line disputes, deficiency in amount of area, rights, easements, ditches, cartways, setbacks, rights of parties in possession, interests or claims which would be revealed by a current and accurate survey and inspection of the Land.