

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2016 Aug 11 03:41 PM NC Rev Stamp: \$ 37000.00
Book: 7996 Page: 704 Fee: \$ 26.00
Instrument Number: 2016027272
DEED

Excise Tax \$37,000.00 Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 157966 (0747 04731581)

Verified by _____ County on the _____ day of _____, 20__

by _____

Mail after recording to:
Grantee
823 Congress Avenue
Suite 1111
Austin, Texas 78701

This instrument was prepared by:
King & Spalding LLP
100 N. Tryon Street
Charlotte, North Carolina 28202

Brief Description for the index

4505 Emperor Blvd., Durham, NC

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made August 11, 2016, by and between

GRANTOR

NOTTINGHAM HALL IC, LLC,
a Georgia limited liability company

whose mailing address is

3455 Peachtree Road, N.E.
Suite 700
Atlanta, GA 30326

GRANTEE

CPVF II NOTTINGHAM LLC,
a Delaware limited liability company

whose mailing address is

823 Congress Avenue
Suite 1111
Austin, Texas 78701

Submitted electronically by "The Pryzwansky Law Firm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Durham County Register of Deeds.

Enter in appropriate block for each party: name, 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.

The property herein described was acquired by Grantor by instrument recorded in Book 6667, page 40.

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

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 Raleigh, Durham County, North Carolina and more particularly described as follows:

See Exhibit A-1 attached hereto (the "Special Warranted Property")

TO HAVE AND TO HOLD the Special Warranted Property 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.

AND Grantor does hereby grant, bargain, sell and convey to Grantee and its successors and assigns forever, by quitclaim and without representation or warranty of any kind, all of Grantor's right, title and interest, if any, in and to that certain real property described on Exhibit A-2 attached hereto and incorporated herein by reference (the "Quitclaimed Property").

TO HAVE AND TO HOLD the Quitclaimed Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

THIS CONVEYANCE is made and accepted subject to all easements, conditions, encumbrances and restrictions set forth on Exhibit B attached hereto as they may lawfully affect either the Special Warranted Property or the Quitclaimed Property.

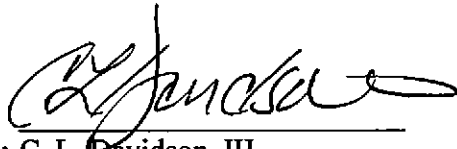
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

NOTTINGHAM HALL IC, LLC,
a Georgia limited liability company

By: Brookdale Six REIT, Inc.,
a Maryland corporation

TWO
By: 
Name: C. L. Davidson, III
Title: Chairman & CEO

State of Georgia

County of DeKalb

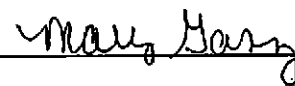
I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person* personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: * **C.L. Davidson, III Chairman & CEO**

Date: July 7, 2016

My commission expires:

May 9, 2020

[Affix Notary Stamp or Seal]

 Notary Public

Print Mary Ganz Name:



EXHIBIT A-1

All the certain real property located in the County of Durham, State of North Carolina, and further described as follows:

BEING all that certain tract or parcel of land designated as Lot S-7 Imperial Center containing 7.98 acres according to plat of survey entitled "Final Subdivision Plat of Lot S-7 (a.k.a. Nottingham Hall) & Lot C-15 at Imperial Center, Triangle Township, Durham County, NC" dated April 6, 2000 and last revised February 28, 2001, prepared by Jeremy Taylor, Professional Land Surveyor of Rice & Associates and recorded in Plat Book 151, Page 289, Durham County Registry.

EXHIBIT A-2**SURVEYED LEGAL DESCRIPTION**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN DURHAM, DURHAM COUNTY, STATE OF NORTH CAROLINA, AND BEING KNOWN AS LOT S-7 IMPERIAL CENTER "NOTTINGHAM HALL" AS SHOWN ON PLAT RECORDED IN THE R.O.D. OFFICE FOR DURHAM COUNTY IN PLAT BOOK 151, PAGE 289, AND CONTAINING 7.976 ACRES ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY PREPARED FOR NOTTINGHAM HALL IC, LLC", DATED 6/9/15, PREPARED BY SITE DESIGN, INC. WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD HOLE LOCATED ON THE NORTHWESTERN RIGHT OF WAY OF EMPEROR BOULEVARD AND AT THE JOINT CORNER OF WINCHESTER PLACE IC, LLC (LOT S-8 IMPERIAL CENTER) NOW OR FORMERLY SAID HOLE BEING 1205.5' +/- FROM THE EASTERN RIGHT OF WAY OF SWABIA COURT; THENCE LEAVING SAID RIGHT OF WAY OF EMPEROR BOULEVARD AND RUNNING ALONG THE LINE OF LOT S-8 IMPERIAL CENTER AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 492.50' AND A CHORD BEARING AND DISTANCE OF N 31-27-17 W 36.40 FEET TO AN OLD 3/4" OPEN TOP IRON PIN; THENCE STILL ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 318.00' AND A CHORD BEARING AND DISTANCE OF N 18-58-02 W 90.97 FEET TO AN OLD 3/4" OPEN TOP IRON PIN; THENCE N 10-44-04 W 80.44 FEET TO AN OLD HOL IN CONC.; THENCE N 08-22-23 W 182.14 FEET TO AN OLD PK NAIL; THENCE TURNING AND STILL RUNNING ALONG THE LINE OF LOT S-8 IMPERIAL CENTER AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 57.00' AND A CHORD BEARING AND DISTANCE OF N 24-21-19 W 31.31 FEET TO AN OLD PK NAIL; THENCE N 40-22-21 W 17.82 FEET TO AN OLD PK NAIL; THENCE TURNING AND STILL RUNNING ALONG THE LINE OF LOT S-8 IMPERIAL CENTER AND RUNNING ALONG THE CENTER LINE OF A 30' PRIVATE ACCESS & UTILITY EASEMENT N 41-32-39 E 576.47 FEET TO AN OLD PK NAIL AT THE JOINT CORNER OF GAVI CARLISLE, LLC (LOT C-15 IMPERIAL CENTER) PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING ALONG THE LINE OF LOT C-15 IMPERIAL CENTER AND STILL RUNNING ALONG THE CENTER LINE OF THE 30' PRIVATE ACCESS & UTILITY EASEMENT S 47-42-12 E 8.81 FEET TO AN OLD PK NAIL; THENCE TURNING AND STILL RUNNING ALONG THE LINE OF LOT C-15 IMPERIAL CENTER AND THE CENTER LINE OF THE 30' PRIVATE ACCESS & UTILITY EASEMENT AND ALONG A CURVE TO THE RIGHT WITH A RADIUS 380.00' AND A CHORD BEARING AND DISTANCE OF N 87-25-49 E 418.97 FEET TO AN OLD 5/8" REBAR IRON PIN IN THE CENTER LINE OF THE 42' PRIVATE ACCESS & UTILITY EASEMENT, SAID 30' EASEMENT CHANGING TO A 42' PRIVATE ACCESS & UTILITY

EASEMENT AT 102' +/- ; THENCE TURNING AND STILL RUNNING ALONG THE LINE OF LOT C-15 IMPERIAL CENTER AND ALONG THE CENTER LINE OF THE 42' PRIVATE ACCESS & UTILITY EASEMENT S 59-06-47 E 58.69 FEET TO AN OLD MAG NAIL LOCATED ON THE NORTHWESTERN RIGHT OF WAY OF EMPEROR BOULEVARD AND AT THE END OF THE 42' PRIVATE ACCESS & UTILITY EASEMENT; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 375.71' AND A CHORD BEARING AND DISTANCE OF S 34-43-11 W 89.08 FEET TO AN OLD 1" OPEN TOP IRON PIN; THENCE TURNING AND STILL RUNNING ALONG SAID RIGHT OF WAY S 41-31-46 W 875.86 FEET TO AN OLD 1" OPEN TOP IRON PIN; THENCE TURNING AND STILL RUNNING ALONG SAID RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 775.00' AND A CHORD BEARING AND DISTANCE OF S 47-08-52 W 152.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**Permitted Exceptions**

1. Taxes for the year 2016 and subsequent years, a lien not yet due and payable.
2. Rights of tenants in possession, as tenants only, under unrecorded leases.
3. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.
4. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title disclosed by survey entitled "ALTA/ACSM Land Title Survey" by Site Design, Inc., dated June 9, 2016, last revised August 8, 2016 (the "Survey").
5. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 136 Page 45, Plat Book 139, Page 5, as affected by Termination and Release of Easement Agreement recorded in Book 3539, page 653; Plat Book 139, Page 99; and Plat Book 151, Page 289.
6. Covenants, conditions, restrictions, easements, and liens provided for in Amended and Restated Declaration recorded in Book 2870, page 21, as supplemented by Supplemental Amendment to the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 2902, page 574, as affected by Assignment and Assumption of Declarant's Rights and Obligations Under the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 3658, page 122, as further supplemented by Second Supplemental Amendment to the Amended and Restated Declaration to Imperial Center Business Park recorded in Book 3759, page 753. Third Supplemental Amendment to the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 4377, page 609. Fourth Supplemental Amendment to the Amended and Restated Declaration for Imperial Center Business Park recorded in Book 4564, page 832, and any related maps, plans, bylaws and other document(s) and amendment(s) but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
7. Covenants, conditions, restrictions, easements, and liens provided for in Declaration recorded in Book 1157 page 237, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

8. Easement(s) to Duke Power Company recorded in Book 1144, page 46, Book 1186, page 579, and Book 2276, page 137.
9. Declaration of Rights and Privileges of the County of Durham in Certain Sanitary Sewer Easements recorded in Book 1626, page 145, in connection therewith Deed of Easement and Subordination of Security Instrument recorded in Book 2395, page 360.
10. Access Easement Agreement by and between Winchester Place IC, LLC, Yorkshire Place IC, LLC and Petula Associates, Ltd. recorded in Book 2957, page 146.
11. Access Easement Agreement by and between Winchester Place IC, LLC, Yorkshire Place IC, LLC and Petula Prolix Development Company recorded in Book 3539, page 638.
12. Lease by and between Nottingham Hall, LLC ("Landlord") and Biocryst Pharmaceuticals, Inc. ("Tenant"), a memorandum of which is recorded in Book 6251, page 395.