

For Registration Sharon A. Davis
 Register of Deeds
 Durham County, NC
 Electronically Recorded
 2016 Jun 03 11:15 AM NC Rev Stamp: \$ 12650.00
 Book: 7945 Page: 228 Fee: \$ 26.00
 Instrument Number: 2016017738
 DEED

Excise Tax: \$12,650.00

Tax Lot No. 157923

Parcel Identifier No. 0747-02-65-4208

Mail after recording to:

BLUE COUGAR RDU II LLC
 c/o Waramaug Hospitality
 2500 North Military Trail, Suite 275
 Boca Raton, FL 33431

Prepared By:

John Bain, Esq.
 Akin, Gump, Strauss, Hauer & Feld LLP
 1700 Pacific Avenue, Suite 4100
 Dallas, TX 75201-4624

Brief Description for the Index: PROP-GREEN HUBERT H HEIRS/LT#02

NORTH CAROLINA SPECIAL WARRANTY DEED

This Deed made this 1ST day of JUNE, 2016 by and between:

Grantor:	Grantee:
BLUE COUGAR RDU, LLC , a Delaware limited liability company c/o Waramaug Hospitality 2500 North Military Trail, Suite 275 Boca Raton, FL 33431	BLUE COUGAR RDU II, LLC , a Delaware limited liability company c/o Waramaug Hospitality 2500 North Military Trail, Suite 275 Boca Raton, FL 33431

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.

690149.0010 WEST 207812594 v4

Deed

submitted electronically by "wyatt Early Harris wheeler LLP"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Durham County Register of Deeds.

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee in fee simple, all that certain tract or parcel of land in the City of Durham, Durham County, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interests are hereinafter collectively referred to as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "Permitted Exceptions").

This Property hereinabove described was acquired by Grantor by instrument recorded in: Instrument #2012040400, Register of Deeds, Durham County, North Carolina.

A map showing the above described property is recorded in Plat Book 135, Page 198.

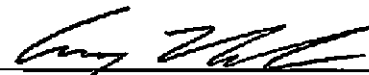
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances except those listed on Exhibit "B" and that the Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, but not otherwise, except for the exceptions herein stated.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

[Signature on Next Page]

BLUE COUGAR RDU, LLC, a Delaware limited liability company

By: 
Name: Craig Nussbaum
Title: Authorized Signatory

THE STATE OF Florida §
COUNTY OF Palm Beach §

This instrument was acknowledged before me on May 26, 2016, by Craig Nussbaum, Authorized Signatory of **BLUE COUGAR RDU, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:
Craig Nussbaum

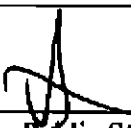

Notary Public State of ~~Texas~~ Florida



EXHIBIT A

Legal Description of Property

All that tract or parcel of Lot 2 of the subdivision of the property of Hubert H. Green Heirs recorded in Plat Book 135, Page 198, Durham County Registry, and being more particularly described as follows:

Commencing from NC Grid Monument "Slater" South 89° 03' 39" East 567.01 feet to a 3/4" open top pipe on the southern right-of-way line of Page Road, having a variable width right-of-way, and said pipe having State Plane Grid coordinates of North: 775,416.18' and East: 2,046,270.41', and said pipe being the Point and Place of BEGINNING; thence with the southern right of way line of Page Road along a curve to the left having a radius of 1,954.65 feet a distance of 167.60 feet (167.31 feet recorded) to a 3/4" open top pipe, said curve being subtended by a chord having a direction North 76° 15'46" East 167.55 feet: thence continuing along said right-of-way North 73° 47' 32" East 142.67 feet to a star drill hole, and a common corner with now or formerly Imperial Center Partnership and Petula Associates, Ltd.; thence with the lands of Imperial Center Partnership and Petula Associates Ltd., South 08° 14' 19" West 410.00 feet to a 3/4" open top pipe; thence North 81° 46' 32" West 285.10 feet (North 81° 44' 43" West 285.00 feet recorded) to a 3/4" open top pipe; thence North 08° 12' 32" East 288.33 feet (North 08° 14' 19" East 288.33 feet recorded) to the Point and Place of BEGINNING, containing 2.27 acres more or less.

EXHIBIT B

Permitted Exceptions

Part A: (i) all oil, gas and other minerals previously reserved or conveyed of record, (ii) zoning laws and regulations and ordinances of municipal and other governmental authorities affecting the Property, (iii) all covenants, conditions, restrictions, easements, riparian rights and rights of way affecting the Property, (iv) any and all matters which would be disclosed by a current and accurate survey of the Property, and (v) all matters of record affecting the Property as of the date hereof.

Part B:

- 1. The lien of all taxes for the year 2016 and thereafter, which are not yet due and payable.**
- 2. Building restriction lines, easements, and any other matters shown on map or plat recorded in Plat Book 135, Page 35, with buffer area(s) shown on survey by Harold A. Yelle, II, P.L.S., dated May 12, 2016 and Plat Book 135, Page 198 with utility easement(s) shown on survey by Harold A. Yelle, II, P.L.S., dated May 12, 2016.**
- 3. Deed recorded in Book 7118, Page 371.**
- 4. Terms and conditions of, and rights of others in and to the use of the property subject to, the appurtenant Storm Drainage Line Easement recorded in Book 7078, Page 211 shown on survey by Harold A. Yelle, II, P.L.S., dated May 12, 2016, and more particularly described in Exhibit A.**
- 5. The following matter(s) as shown on survey by Harold A. Yelle, II, P.L.S., dated May 12, 2016, and any easement(s) or right(s)-of-way associated therewith:**
 - a. various utility lines with yard drains; mechanical closet; clean outs; transformers; meters; risers; fire department connections; sewer lines; gas lines; catch basins; hydrants; water lines; utility and light poles; manholes; reinforced concrete pipes; and meter box drain located on the Land;**
 - b. setback lines;**
 - c. building encroaches into setback area;**
 - d. pool patio and hot tub encroach into setback area;**
 - e. shed and A/C unites encroach into setback area;**
 - f. sidewalk encroaches into setback area;**
 - g. sign;**
 - h. buffer areas;**
 - i. fence;**
 - j. storm drain;**
 - k. decorative fence encroachment.**

**CONSENT OF THE MANAGERS
OF BLUE COUGAR RDU, LLC**

The undersigned, being the managers (the "*Managers*") of Blue Cougar RDU, LLC, a Delaware limited liability company (the "*Company*"), pursuant to the authority contained in the Limited Liability Company Agreement of Blue Cougar RDU, LLC, as amended by the First Amendment of the Limited Liability Company Agreement of Blue Cougar RDU, LLC, does hereby take the following actions and adopt the following resolutions:

WHEREAS, the Company, as Seller, and Blue Cougar RDU II, LLC, a Delaware limited liability company ("*Buyer*"), entered into that certain Agreement of Purchase and Sale dated of even date herewith (as may be amended, assigned, partially assigned and/or modified from time to time, the "*Contract*"), pursuant to which the Company agreed to sell to Buyer, and Buyer agreed to purchase from the Company, that certain real property and improvements having an address of 5219 Page Road, Durham, North Carolina 27703 and commonly known as the "Comfort Suites Raleigh Durham Airport/RTP" (the "*Property*"), for a purchase price of \$8,500,000.00, all as more particularly described in the Contract (collectively, the "*Transaction*");

WHEREAS, in connection with the Company's sale of the Property pursuant to the Contract, the Company will execute certain closing documents necessary or appropriate or advisable to comply with the Contract and to consummate the sale of the Property (collectively, together with the Contract, the "*Transaction Documents*"); and

WHEREAS, the Managers deem the sale of the Property to the Buyer and the execution of the Transaction Documents to be in the best interests of the Company;

RESOLVED, that the sale of the Property to the Buyer and the execution of the Transaction Documents be, and hereby are, authorized and approved; and

RESOLVED FURTHER, that Paul Nussbaum and Leslie Ng, who are the Managers of the Company, and any other Proper Officers of the Company be, and each hereby are, authorized and empowered in the name and on behalf of the Company to execute and deliver the Transaction Documents, and such other instruments, certificates and documents and to do such other acts and things as such officers so acting shall deem necessary or desirable in connection with the execution of the Transaction Documents and the consummation of the Transaction.

RESOLVED FURTHER, that Craig Nussbaum is hereby appointed as the "Authorized Signatory" for the purposes of executing, entering into and delivering the Transaction Documents for and on behalf of the Company, and taking any other action on behalf of and in the name of the Company as required to consummate the Transaction.

RESOLVED FURTHER, that the "*Proper Officers*" referenced in these resolutions shall be the Authorized Signatory, President, any Vice President, any Senior Managing Director or any Managing Director of the Company;

RESOLVED FURTHER, that such Proper Officers be, and each hereby is, authorized and empowered, in the name and on behalf of the Company, to take or cause to be taken any and all such further actions, to execute and deliver or cause to be executed and delivered all such additional documents, instruments and agreements, and to make such filings, in the name and on behalf of the Company, and to incur and pay all such fees and expenses as they shall in their judgment determine to be necessary, desirable or advisable to fully carry out the intent and purposes of the foregoing resolutions and the execution by the Proper Officers of any such document, instrument or agreement or the payment of any such expenses or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor and their approval of the documents, instruments or agreements so executed, the expenses so paid, the filings so made and the actions so taken;

RESOLVED FURTHER, that any and all actions of the undersigned managers or of any Proper Officer taken in connection with the actions contemplated by the foregoing resolutions prior to the execution hereof be and hereby are ratified, confirmed, approved and adopted in all respects by the undersigned and the Company, as fully as if such action(s) had been approved prior to such action(s) being taken;


RESOLVED FURTHER, that, if required, the Secretary or any other Proper Officer of the Company be, and hereby is, authorized and empowered to certify and furnish such copies of these resolutions and such statements as to the incumbency of the officers of the Company, under seal if necessary, as may be requested, and any person receiving such certified copy is and shall be authorized to rely upon the contents thereof; and

RESOLVED FURTHER, that this consent may be executed by facsimile, telecopy, electronic transmission, or other reproduction, and such execution shall be considered valid, binding and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this consent as of this 1st day of June, 2016.

MANAGERS:


By: 
Name: Leslie Ng
Title: Manager

By: _____
Name: Paul Nussbaum
Title: Manager

IN WITNESS WHEREOF, the undersigned has executed this consent as of this 1st day of June, 2016.

MANAGERS:

By: _____
Name: Leslie Ng
Title: Manager

By:  _____
Name: Paul Nussbaum
Title: Manager