

POYNER & SPRULL (AHP) BK 6659260700
3300 GLENWOOD AVE
P.O. BOX 10096
RALEIGH, NC 27605-0096

REGISTERED

NORTH CAROLINA
WAKE COUNTY

000312

95 SEP -1 PM 12:00

THIS AMENDED AND RESTATED DECLARATION ("this Declaration") was made this 31st day of January, 1995 by PITCAIRN GROUP LIMITED LIABILITY COMPANY, a North Carolina limited liability company (hereinafter collectively called "Declarant") and WOODLAKE II LLC, a North Carolina limited liability company;

WITNESSETH: that

WHEREAS, the Declarant and Woodlake II LLC are the owners of the real property described in Article I of this Declaration which real property has previously been subjected to certain restrictive covenants by Declaration recorded in Book 5922, Page 782 of the Wake County Registry (the "Original Declaration"); and

WHEREAS, the Declarant and Woodlake II LLC desire to amend and restate the Original Declaration by this Declaration which shall supersede and replace the Original Declaration in its entirety; and

WHEREAS, the restrictions contained herein are for the benefit of such Property and for each owner thereof, and shall inure to the benefit of and pass and run with said Property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant and Woodlake II LLC hereby declare that the Property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants and restrictions set forth below:

ARTICLE I - THE PROPERTY:

The real property which is and shall be held, transferred, sold, and conveyed subject to the protective covenants, easements and restrictions set forth in the Articles of this Declaration is and shall be known as Woodlake Industrial Park which is located in the County of Wake, State of North Carolina, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

ARTICLE II - DEFINITIONS:

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for all purposes of this Declaration, have the meanings specified:

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A. Declarant: shall mean PITCAIRN GROUP L.P. doing business in North Carolina as PITCAIRN GROUP LIMITED PARTNERSHIP ("Pitcairn"), its successors and assigns, and Woodlake Limited Liability Company, a North Carolina limited liability company ("Woodlake LLC"), its successors and assigns. All actions and decisions of Declarant under this Declaration shall be by mutual agreement of Pitcairn and Woodlake LLC until such time as Woodlake LLC, together with any other entity owned and controlled by Harold S. Lichtin, own fifty percent (50%) or more of the Property, when the Declarant shall then mean Woodlake LLC, its successors and assigns, and shall not include Pitcairn. All actions and decisions of Declarant under this Declaration shall thereafter be made solely by Woodlake LLC or such other entity owned and controlled by Harold S. Lichtin without the joinder of Pitcairn.

B. Owner: shall mean any person, firm, partnership or corporation legally owning a fee simple interest in any portion of the Property.

C. Tenant: shall mean a person, firm, partnership or corporation legally possessing a leasehold interest in any portion of the Property or improvements thereon.

D. Property: shall mean the real property described in Article I hereof and any real property hereafter subjected to this Declaration pursuant to Article III hereof. The Property is sometimes referred to herein as "The Park".

E. Building: shall mean and include the main portion of a structure built for permanent use on the Property, together with all projections and extensions thereof, including but not limited to garages, outside platforms and docks, carports, canopies, shelters, storage areas and porches.

F. Building Lot(s): The term "Building Lot(s)" shall mean and refer to any plot of land, intended for sale to a third party with delineated boundary lines, shown upon any recorded subdivision map of the Property. In the event any Building Lot is increased or decreased in size by Declarant by recordation of a new subdivision plat, any such newly platted Building Lot shall thereafter constitute a Building Lot for the purposes of this Declaration.

G. Improvements: shall mean and include, without limitation, buildings, out-buildings, roads, driveways, parking areas, fences, retaining walls, screening walls, signs, loading areas, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles and all other structures or landscaping.

H. Shall: the word "shall", wherever used herein, shall always be mandatory and never discretionary.

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ARTICLE III - ANNEXATION OF ADDITIONAL PROPERTY:

Declarant may, from time to time, annex additional lands to the Property, and thereby subject the same to this Declaration, by the execution and filing for recordation with the Register of Deeds of Wake County, North Carolina, an instrument expressly stating an intention so to annex and describing such additional lands to be so annexed, provided that such annexation would not cause unusually high Park expenses and if the land to be annexed has been previously improved that it was done so in a manner consistent with a first class business park.

ARTICLE IV - PURPOSES OF DECLARATION:

The Property described in Article I hereof is subjected to the protective covenants, easements and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each parcel or Building Lot thereof; to protect the owners of said parcels or Building Lots against such improper use of surrounding Building Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious and appealing appearance and function; to insure the highest and best development of the Property; to encourage and secure the erection of buildings thereon, with appropriate location thereof on Building Lots, to prevent haphazard and inharmonious improvement of the Property; to secure and maintain proper set-backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in this Property and thereby to enhance the values of investments made by purchasers of the parcels or Building Lots therein; and specifically to provide a means for creating, maintaining, controlling and preserving the Property as a high quality office - warehouse - distribution park.

ARTICLE V - LAND USE:

Use of the Property and all improvements thereon shall be restricted exclusively to the building, maintenance and operation of light industrial facilities, light manufacturing facilities, offices, warehouses, distribution facilities and small business facilities. Without limiting the generality of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property and all parcels or Building Lots therein:

A. Building Requirements:

1. All Buildings must meet the requirements of the respective codes for the Town of Cary and County of Wake applicable thereto.

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2. All Buildings shall contain not less than fifty thousand (50,000) square feet of interior space and shall not exceed forty (40) feet in height.

B. Parking Areas, Driveways and Loading Areas:

1. All driveways, roads and parking areas shall be curbed with thirty (30) inch curb and gutter prior to occupancy.

2. All driveways, parking areas and roads shall be paved prior to occupancy with a minimum stone base of five (5) inches and asphalt surface with a minimum thickness of one and one-half (1-1/2) inches or equivalent type H.B. asphalt base combination.

3. Loading areas shall not encroach into set-back areas or be visible from any street.

C. Minimum Lot Size:

All Buildings shall be placed upon Building Lots having a total area of not less than four (4) acres.

D. Building Area-To-Land Area Ratio:

In no event shall more than fifty (50) percent of the area of any Building Lot be covered by Buildings.

E. Development:

1. The following items shall be submitted to Declarant for review and approval thereof shall be received from Declarant prior to any construction or improvements to the Building Lot:

a. Land Plan for the Building Lot, including the following:

(1) Location and orientation of structure

(2) Circulation

(a) Traffic flow and parking

(b) Loading areas

(c) Service areas

(3) Landscape and planting plan

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- b. Site Engineering Plan for the Building Lot including the following:
 - (1) Grading plan
 - (2) Utilities plan
 - (3) Sedimentation plan
- c. Architectural Plans for the Building Lot including the following:
 - (1) Building Plans
 - (2) Elevations
 - (3) Specifications
 - (4) Signs
 - (5) Exterior Lighting
 - (6) Dumpster location and screening

The required approval shall not be unreasonably withheld. Approval or disapproval shall be given, in writing, within fifteen (15) days of submittal.

2. No out-buildings of temporary or permanent character shall be built or allowed to remain on the Property.

3. Loading docks shall be set back and screened to minimize the effect of their appearance from neighboring property.

4. Buildings with metal exteriors shall not be permitted on the Property.

F. Service Screening, Storage Areas:

Garbage and refuse containers will be concealed and contained within Buildings, or shall be concealed by means of a screening wall or material similar to and compatible with that of the Building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. No materials, supplies or equipment shall be stored on the Property except inside a closed Building or behind a visual barrier screening such areas so that they are not visible from neighboring streets or property and, unless approved by Declarant, there shall be no temporary storage of materials, supplies or equipment on the Property. Exterior air-conditioning units and rooftop mechanical

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units shall be screened with approved materials. No outside storage or displays shall be allowed on a Building Lot.

G. Power and Communication Lines:

All secondary power lines and communication lines on any Building Lot shall be placed underground and no portion of any line shall be situated so as to be in public view.

H. Antennas:

No mast or tower for an antenna, whether transmitting, receiving, or both, shall be placed on any Building Lot or Building except that roof-top satellite dishes and similar communications equipment may be installed on the roof of buildings specifically approved by Declarant. Declarant hereby specifically approves a roof-top satellite dish and similar communications equipment to be installed on any Building occupied by Northern Telecom. In no event shall an antenna have a wooden mast or tower. All rooftop satellite dishes and similar rooftop communications equipment shall be located in a manner to minimize visibility from Park roadways (subject to maintaining viable communication links).

I. Storage Tanks:

Except as herein provided in this paragraph, no storage tanks, including but not limited to those used for storage of water or propane gas, shall be permitted on the Property. However it is specifically provided that Northern Telecom may maintain propane gas tanks in any building or on any Building Lot that it occupies provided that such tanks are properly screened so as not to be visible from Park roadways, and are installed and maintained in accordance with all applicable safety regulations and requirements so as to avoid any illegal releases.

J. Mailboxes:

No mailboxes shall be permitted on the Property.

K. Lighting:

All street and site lighting shall be approved by Declarant. Owner will be obligated for monthly light and maintenance bills for any street lights on its land.

L. Parking, Loading and Unloading:

No damaged vehicles shall be parked or stored in open areas of the Property. Delivery vehicles (trucks, trailers, and/or vans) shall not be allowed to remain in the parking area located in front of any building for extended periods of time. No on-street parking shall be allowed by any firm or business.

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M. Landscaping:

All property shall be landscaped according to plans approved by Declarant within ninety (90) days following occupancy or completion of the building whichever first occurs. All shrubs, trees, grass and plantings of every kind shall be kept neatly trimmed, properly cultivated and free of trash and other unsightly material. Appropriate provisions shall be provided by Owner for watering and other maintenance of the grounds.

N. Maintenance:

All Buildings will be permanently maintained in a neat, orderly and presentable fashion. Owner shall be responsible for the maintenance of landscaped areas of right-of-ways affronting its property.

O. Nuisances:

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property and no odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any of the Property or to the occupants thereof. Without limiting any of the foregoing, no speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes shall be located, used or placed on the Property. Nothing contained in this paragraph shall be construed to prohibit the maintenance by Owner of regularly cleaned garbage and trash containers as approved by Declarant.

No livestock and/or poultry shall be allowed either temporarily or permanently on the Property.

P. Hobbies:

Hobbies or activities that tend to detract from the aesthetic character of the Property and improvements used in connection with such hobbies or activities shall not be permitted in open areas unless they are of a temporary short-term duration and are carried out or constructed as directed by Declarant. This paragraph is intended to include, but not be limited to, such activities as automotive repair, boat repair and sports equipment placed on the Property.

Q. Advertising:

All signs for advertising or otherwise must be approved by Declarant.

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R. Limited Use:

The Property shall not be used as a truck terminal or stored-vehicle facility.

S. Mineral Exploration:

The Property shall not be used in any manner to explore for or to use any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

T. Fences/Walls:

No fences or walls shall be permitted on the Property which are inconsistent with the aesthetic quality of a first-class business park. It is specifically provided that Northern Telecom may install on any lot it occupies a security fence that is consistent with a first-class business park.

U. Rules and Regulations:

Declarant shall have the right to implement rules and regulations which are customary for parks of this type and which do not materially and adversely interfere with the operation of the business of any Building Lot owner.

V. Utilities:

All utilities and utility connections shall be located underground, including electrical and communication cables and wires.

W. Right of Entry:

During reasonable hours, Declarant or any authorized representative shall have the right to enter upon and inspect any building or other improvement of the Property for the purpose of ascertaining whether or not the provisions of these covenants and agreements have been or are being complied with and such persons shall not be deemed guilty of trespassing by reason of such entry.

X. No Subdivision of Building Lots:

Except for Building Lots owned by Declarant, no Building Lot shall be subdivided by sale, lease or otherwise so as to reduce the total Building Lot area as shown on the recorded map or plan unless written approval is given by the Declarant; however, portions of Building Lots may be added to other Building Lots so long as the total number of Building Lots is not increased. In no event shall a Building Lot consist of less than four (4) acres.

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ARTICLE VI - ASSESSMENTS:

A. Creation of the Lien and Personal Obligation of Assessments. Each Owner for itself and for its grantees, successors and assigns, by acceptance of a deed to its Lot hereby covenants and agrees with Declarant to pay assessments as provided for in B hereinbelow. The assessments, together with interest and reasonable attorneys' fees, shall be a charge on the land to which it relates and shall be a continuing lien thereupon. Each such assessment, together with interest and reasonable attorneys' fees shall also be the personal obligation of the Owner of the land at the time the assessment fell due. The lien for assessments shall be subordinate and inferior to the lien of any deed of trust or mortgage granted by an Owner in favor of any institutional lender to secure the repayment of funds advanced by such institutional lender, on any term basis, for the purchase of a Building Lot and the construction, purchase or refinancing of the Improvements thereon. This subordination shall apply only to assessments that have become due prior to the granting of a "deed in lieu" or other similar conveyance to the holder thereof or its designee. No foreclosure sale or other transfer made pursuant to any such financing transaction shall extinguish or impair, to any extent, the obligation of any new Owner to pay all sums thereafter due by it for assessments or the lien therefor on the Owner's Building Lot.

B. Payment of Assessments. Each Owner (including without limitation Declarant) shall pay to Declarant the amount of the assessment allocable to its land before January 31 of each calendar year, which sum shall be used by Declarant for the following purposes related to the promotion and maintenance of the Park, and for the welfare and benefit of all Owners:

(a) Repair, replacement, operation, and maintenance of sprinkler irrigation systems constructed or to be constructed by Declarant at entrances to the Park or at intersections within the Park, and along medians located at entrances to the Park, intersections in the Park or within road rights-of-way in the Park;

(b) Cleaning of all streets and providing and maintaining landscaping and lighting for all streets and rights-of-way, both public and private, within the Park, as necessary to maintain such streets and rights-of-way in a manner consistent with a first-class business park, including washing such streets on a periodic basis, and removing from such streets and rights-of-way on a regular basis all litter, debris and dead animals;

(c) Repair, replacement, operation and maintenance of fences located adjacent to entrances to the Park, and along

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the public and private streets and rights-of-way within the Park;

(d) Repair, replacement and maintenance of any bridges located in the Park, where such repair, replacement and maintenance is necessary in addition to and beyond maintenance provided by public authorities in order to maintain such facilities in a manner consistent with a first-class business park;

(e) Repair, replacement and maintenance of signs identifying the Park located at Park entrances, entranceway improvements and amenities and standard traffic and directional signs along public and private streets and rights-of-way within the Park;

(f) Maintenance and repair of public and private streets and rights-of-way, in the event that maintenance of such streets and rights-of-way by the public authorities or other parties responsible therefor is not consistent with maintenance of the Park as a first-class business park; and

(g) Maintenance and operation of greenways along those portions of creeks that run through the Park, in the event that maintenance and operation by public authorities responsible therefor is inadequate to maintain such greenways in a manner consistent with operation of a first-class business park.

(h) Maintenance and operation of existing sewer lift station and water pumping station until such maintenance and operation thereof is assumed by the Town of Cary.

(i) Maintenance and operation of any other utility serving the entire Park.

(j) Maintenance and operation of any other amenity serving the entire park.

The amount of the assessment provided for in this section shall be determined by Declarant from time to time in such amount deemed necessary by Declarant to pay the cost of the construction, repair, replacement, maintenance, operation, installation and cleaning described in subparagraphs (a) through (j) above including reasonable and customary fees for management and administration of the Park; provided that the cost of initial construction of all capital items in subparagraphs (a) through (j) above shall be at Declarant's sole cost. Such cost shall be estimated by Declarant based upon (i) the actual cost for the immediately preceding year; (ii) any capital costs for repair, replacement or maintenance to be incurred in the calendar year for which the assessment is being made; (iii) any extraordinary expenditures to be incurred in the

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calendar year for which the assessment is being made not incurred during the prior calendar year; (iv) any surplus maintenance assessment funds remaining at the end of the immediately preceding year; and (v) a reasonable estimate of general increases in prices for maintenance for the year. The amount of the assessments shall be fair and reasonable and comparable to other first-class business parks in the vicinity of the Park. For the purpose of making assessments the Property shall be divided into two classes, i.e. Building Lots and unimproved and unsubdivided land. The Owners of Building Lots shall pay that fraction of the total amount to be assessed, the numerator of which shall be the total area of all Building Lots and the denominator of which shall be the total area of the Property, multiplied by one hundred thirty percent (130%) (the "Building Lot Assessment"); provided, however, that the Building Lot Assessment shall never exceed the total amount to be assessed. The Owners of unimproved and unsubdivided land shall pay that portion, if any, of the total amount to be assessed remaining after subtracting the Building Lot Assessment from the total amount to be assessed. Each Owner of a Building Lot shall pay that fraction of the Building Lot Assessment, the numerator of which shall be the area of its Building Lot(s), and the denominator of which shall be the total area of all of the Building Lots. Each Owner of unimproved and unsubdivided land shall pay that fraction of the total amount to be assessed allocated to the unimproved and unsubdivided land, the numerator of which is the area of the unimproved and unsubdivided land owned by such Owner and the denominator of which is the total area of all of the unimproved and unsubdivided land. On request of any Owner, Declarant shall provide such Owner with an accounting of the assessments for the immediately preceding calendar year. Declarant shall retain its record of expenses and assessments for a period of not less than four (4) years and shall grant to any Owner the right to audit the same.

C. Enforcement. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less. Declarant may bring an action at law for a money judgment (in the amount of the assessment plus interest and the costs, including attorneys' fees, of enforcement hereunder) against the Owner obligated to pay such assessment or for foreclosure of the lien on Owner's land, or both. If Declarant shall fail to bring an action at law (as set forth in the previous sentence) within thirty (30) days of notice from any nondefaulting Owner, then such nondefaulting Owner shall also be entitled to bring an action at law for a money judgment (in the amount of the assessment plus interest and the costs, including attorneys' fees, or enforcement hereunder) against the defaulting Owner obligated to pay such assessment or for foreclosure of the lien on Owner's land, or both; provided such nondefaulting Owner shall make the amounts recovered (less the costs of enforcement,

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including attorneys' fees) available for paying the defaulting Owner's assessment.

ARTICLE VII - EASEMENTS:

Easements for installation and maintenance of water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on plat recorded in Book of Maps 1993, Page 1616, Wake County Registry (the "Recorded Plat") and on any subsequent recorded plats of the Property. Easements twenty (20) feet in width for such purposes are reserved along the front and rear Building Lot lines of all Building Lots, and easements ten (10) feet in width for such purposes are reserved along all side Building Lot lines of all Building Lots. Further, an easement for ingress, egress and regress is reserved over and upon Techstor Drive as shown on the Recorded Plat, and any extensions of Techstor Drive appearing on subsequent recorded plats of the Property. In the event it is determined that other and further easements are required over any Building Lot or Building Lots in locations not shown on a recorded plat and not along rear or side Building Lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a Building Lot or Building Lots to be affected thereby, the written assent of the Owner or Owners of such Building Lot or Building Lots shall be required. Within any easements provided for above, no improvement shall be permitted which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The easement areas of the Property and all improvements in them shall be maintained continuously by the Owner of the Building Lot upon which the easement is located, except for those improvements for which a public authority or utility company is responsible. All easements reserved or created hereunder shall be for the benefit of all Owners and shall be appurtenant to the respective property of each Owner.

ARTICLE VIII - METHOD OF APPROVAL:

Whenever required herein approval shall be requested by Owner by submitting the same in writing to Declarant at One Pitcairn Place, Jenkintown, PA 19046, or at such other place as shall be from time to time designated by Declarant. Approval shall not be considered granted unless specifically given in writing by Declarant.

Neither Declarant nor its successors or assigns, shall be liable in damages to Owner by reason of mistakes in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person who submits plans to Declarant agrees that by submission

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thereof, that he will not bring any action or suit against Declarant to recover any such damages.

ARTICLE IX - TERM:

The covenants, easements and restrictions contained herein are to run with title to the Property and shall be binding on each Owner and all persons claiming under them for a period of thirty-five (35) years from the date of recording. Declarant reserves the right to waive minor violations of the requirements of ARTICLE V hereof without the joinder of any Owner.

Every Owner or person who now or hereafter owns or acquires any rights, title or estate in any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, easement and restriction contained herein whether or not reference to this Declaration is contained in the instrument by which such owner or person acquired an interest in said Property.

ARTICLE X - ENFORCEMENT:

Declarant or any Owner or Tenant shall have a right to enforce these covenants, easements and agreements by proceedings at law or in equity and either recover damages or restrain violation against any Owner or persons violating or attempting to violate any covenant or restriction. Failure of Declarant or any Owner or Tenant to enforce any covenant, easement or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter or the right to enforce any other covenant or restriction.

ARTICLE XI - SEVERABILITY:

Invalidity of any one of the covenants, easements or restrictions or any part thereof by judgment or court order shall no wise affect any other provision hereof.

ARTICLE XII - PARAGRAPH HEADINGS:

The paragraph headings are intended for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular paragraph to which they refer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

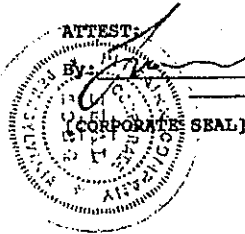
[SEE FOLLOWING PAGES FOR SIGNATURES]

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PITCAIRN GROUP L.P., a Delaware (SEAL)
limited partnership doing business in North
Carolina as PITCAIRN GROUP LIMITED PARTNERSHIP

BY: PITCAIRN COMPANY, Managing General Partner

BY: [Signature]
President



ATTEST:
By: [Signature]
(Secretary)

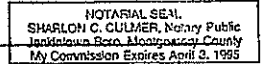
STATE OF Pennsylvania
COUNTY OF Montgomery

This 8th day of February, 1995, personally came before
me, a notary public in and for the said county and state,
ARVIN A. CLAY III, who, being by me duly sworn, says that
he is the President of PITCAIRN COMPANY, a corporation, the
managing general partner of PITCAIRN GROUP L.P., a Delaware limited
partnership doing business in North Carolina as PITCAIRN GROUP
LIMITED PARTNERSHIP and that the seal affixed to the foregoing
instrument in writing is the official corporate seal of said
corporation, and that the said writing was signed and sealed by him
in behalf of said corporation by its authority duly given, and the
said president acknowledged the said writing to be the act and deed
of said corporation in its capacity as managing general partner of
said limited partnership and as the act and deed of said limited
partnership.

Witness my hand and notarial seal, this 8th day of
February, 1995.

[Signature]
Notary Public

My commission expires:



R12(013157-012)(0107207) 02-03-95



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WOODLAKE LIMITED LIABILITY COMPANY, a North Carolina limited liability company (SEAL)

By: [Signature]
Harold S. Lichtin, Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This 8th day of February, 1995, personally came before me, a notary public in and for the said county and state, HAROLD S. LICHTIN, who, being by me duly sworn, says that he is the Manager of WOODLAKE LIMITED LIABILITY COMPANY, a North Carolina limited liability company, and that said writing was by him in behalf of said limited liability company as his act and deed and as the act and deed of said limited liability company.

Witness my hand and notarial seal, this 8th day of February, 1995.

Vickie L. Basham
Notary public



7-21-96

WOODLAKE II LLC, a North Carolina limited liability company (SEAL)

By: [Signature]
Harold S. Lichtin, Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This 31st day of August, 1995, personally came before me, a notary public in and for the said county and state, HAROLD S. LICHTIN, who, being by me duly sworn, says that he is the Manager of WOODLAKE II LLC, a North Carolina limited liability company, and that said writing was by him in behalf of said limited liability company as his act and deed and as the act and deed of said limited liability company.

Witness my hand and notarial seal, this 31st day of August, 1995.

Vickie L. Basham
Notary public



7-21-96

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NATIONSBANK OF NORTH CAROLINA, N.A. and TIM, INC., Trustee,
join in the execution of this Amended and Restated Declaration for
the limited purpose of evidencing their consent hereto and
subordinating the lien of that certain Deed of Trust (the "Deed of
Trust"), dated December 10, 1993 and recorded in Book 5922, Page
808, Wake County Registry. As long as the Deed of Trust remains
outstanding, this Amended and Restated Declaration may not be
amended without the written consent of Nationsbank of North
Carolina, N.A.

ATTEST:

NATIONSBANK OF NORTH CAROLINA, N.A.

Danna J. Greenman
Secretary

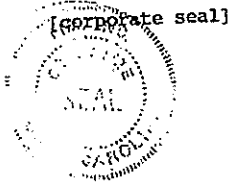
By: *Marie Stapleton*
Name: Marie Stapleton
Title: Vice President



TIM, INC., TRUSTEE

Danna J. Greenman
Secretary

By: *Patricia H. Erdemire*
Name: Patricia H. Erdemire
Title: Vice President



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STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for said County and State aforesaid, do hereby certify that Patricia H. Gardenhire personally appeared before me this day, who, being by me duly sworn, says he is Vice President of TIM, Inc., a NC corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and that the said Asst. Secretary acknowledged the said writing to be the act and deed of the corporation.

Witness my hand and official stamp or seal, this the 13 day of February, 1995.

Betty B. Matley
Notary Public

My Commission Expires:
7/25/99



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STATE OF NORTH CAROLINA

COUNTY OF Wake

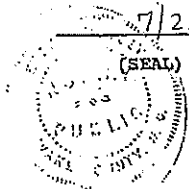
I, a Notary Public for said County and State aforesaid, do hereby certify that Marie Stapleton personally appeared before me this day, who, being by me duly sworn, says he is Vice President of Nationsbank of North Carolina, N.A., a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and that the said Asst. Secretary acknowledged the said writing to be the act and deed of the corporation.

Witness my hand and official stamp or seal, this the 13 day of February, 1995.

Betty B. Motley
Notary Public

My Commission Expires:

7/25/99



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NATIONWIDE LIFE INSURANCE COMPANY, WEST COAST LIFE INSURANCE COMPANY, and WILLIAM T. GRAVES, Trustee, join in the execution of this Amended and Restated Declaration for the limited purpose of evidencing their consent hereto and subordinating the lien of that certain Deed of Trust (the "Deed of Trust"), dated August 1, 1994 and recorded in Book 6230, Page 569, Wake County Registry. As long as the Deed of Trust remains outstanding, this Amended and Restated Declaration may not be amended without the written consent of Nationwide Life Insurance Company.

ATTEST:

W. Sidney Druen
Assistant Secretary
W. Sidney Druen
[corporate seal]

NATIONWIDE LIFE INSURANCE COMPANY

By: Robert H. McNaghten
Name: Robert H. McNaghten
Title: Vice President

ATTEST:

W. Sidney Druen
Assistant Secretary
W. Sidney Druen
[corporate seal]

WEST COAST LIFE INSURANCE COMPANY

By: John G. Powles
Name: John G. Powles
Title: Vice President

William T. Graves, Trustee (SEAL)
William T. Graves, Trustee

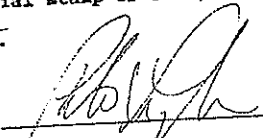
7/24

3K6659PG0719

STATE OF Ohio
COUNTY OF Franklin

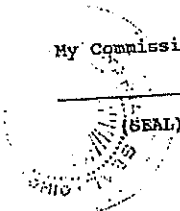
I, a Notary Public for said County and State aforesaid, do hereby certify that Robert H. McNamara personally appeared before me this day, who, being by me duly sworn, says he is Vice President of Nationwide Life Insurance Company, an Ohio corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and that the said Assistant Secretary acknowledged the said writing to be the act and deed of the corporation.

Witness my hand and official stamp or seal, this the 24 day of February, 1995.



Notary Public

My Commission Expires:


PETER LYNCH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 4, 1997
(SEAL)


Handwritten mark

BK6659PG0720

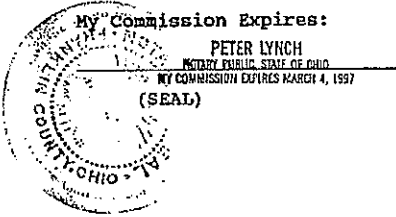
STATE OF Ohio
COUNTY OF Franklin

I, a Notary Public for said County and State aforesaid, do hereby certify that John G. Poules personally appeared before me this day, who, being by me duly sworn, says he is Vice President of West Coast Life Insurance Company, a California corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and that the said Assistant Secretary acknowledged the said writing to be the act and deed of the corporation.

Witness my hand and official stamp or seal, this the 24 day of February, 1995.



Notary Public



WFF

BK6659PG0721

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

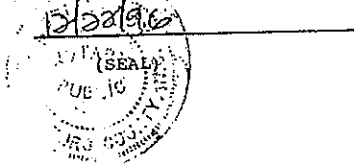
I, a Notary Public of the County and State aforesaid, do hereby certify that William T. Graves personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 27th day of February, 1995.

Lori A. Ray

Notary Public

My Commission Expires:



me

BK 6659PG0722

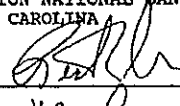
FIRST UNION NATIONAL BANK OF NORTH CAROLINA and JAMES T. FAIN III, Trustee, join in the execution of this Amended and Restated Declaration for the limited purpose of evidencing their consent hereto and subordinating the lien of that certain Deed of Trust (the "Deed of Trust"), dated February 13, 1995 and recorded in Book 6439, Page 118, Wake County Registry. As long as the Deed of Trust remains outstanding, this Amended and Restated Declaration may not be amended without the written consent of First Union National Bank of North Carolina.

ATTEST:



Secretary



FIRST UNION NATIONAL BANK
OF NORTH CAROLINA

By: 
Name: _____
Title: V.P.

TRUSTEE


JAMES T. FAIN III

BK6659P60723

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public for said County and State aforesaid, do hereby certify that Robert Aschatter personally appeared before me this day, who, being by me duly sworn, says he is Vice President of First Union National Bank of North Carolina, a North Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and that the said Asst. Secretary acknowledged the said writing to be the act and deed of the corporation.

Witness my hand and official stamp or seal, this the 30th day of March, 1995.

Wray C. Brittain
Notary Public



My Commission Expires:

6-24-98



BK 6659PG0724

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that JAMES T. FAIN III, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 30th day of March, 1945.

Wray C. Brittain
Notary Public

My Commission Expires:

10-24-98



NORTH CAROLINA — WAKE COUNTY
The foregoing certificate of Wray C. Brittain
Wray C. Brittain Notary Public
Wray C. Brittain Notary Public

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

HENNETH C. WALKINS, Register of Deeds

Barbara Bell
Deputy Register of Deeds

BK6659PG0725

TRACT 1:

BEGINNING at an iron pipe on the eastern right of way line of SR #1789, said pipe having North Carolina grid coordinates N 773,035.834 and E 2,054,212.194; runs thence with the eastern right of way line of SR # 1789 South 23 degrees 36 minutes 20 seconds East 102.61 feet to an iron pipe; thence leaving said right of way runs North 80 degrees 21 minutes 52 seconds East 200.07 feet to an iron pipe in the western line of property (now or formerly) of K. C. Johnson; runs thence with the Johnson line South 01 degree 52 minutes 19 seconds East 374.94 feet to an iron pipe, South 24 degrees 34 minutes 41 seconds East 454.06 feet to an iron pipe and South 85 degrees 26 minutes 01 second West 106 feet to an iron pipe in the eastern right of way line of SR # 1789; runs thence with said right of way along a curve to the right having a radius of 1582.34 feet, a delta of 14 degrees 42 minutes 04 seconds and an exterior chord bearing and distance of South 16 degrees 15 minutes 18 seconds East 56.32 feet, more or less, an arc distance of 56.31 feet to an iron stake; and South 08 degrees 54 minutes 16 seconds East 247.99 feet to an iron pipe; runs thence (crossing SR # 1789) North 86 degrees 56 minutes 42 seconds West 61.33 feet to an iron stake and continuing the same course 763.67 feet to an iron stake; runs thence South 00 degrees 22 minutes 09 seconds West 907.26 feet to an iron stake; runs thence South 88 degrees 54 minutes 32 seconds West 253.79 feet (crossing Oak Drive) to an iron stake; runs thence North 01 degree 04 minutes 51 seconds West 150 feet to an iron stake; runs thence (along the line dividing lots 58 and 59) South 88 degrees 56 minutes 33 seconds West 249.26 feet to an iron stake; runs thence South 00 degrees 42 minutes 17 seconds East 166.84 feet to an iron stake; runs thence South 85 degrees 48 minutes 25 seconds West 21.90 feet to an iron stake; runs thence North 03 degrees 24 minutes 01 second West 322.52 feet to an iron stake; runs thence South 45 degrees 58 minutes 04 seconds West 205 feet to an iron stake; runs thence South 60 degrees 32 degrees 19 seconds West 103.83 feet to an iron stake; runs thence South 76 degrees 55 minutes 33 seconds West 191.84 feet to an iron stake; runs thence South 78 degrees 14 minutes 58 seconds West 254.39 feet to an iron stake; runs thence North 03 degrees 59 minutes 14 seconds West 1122.04 feet to an iron stake in the line of property (now or formerly) of C. L. Guess; runs thence with the Guess line North 79 degrees 50 minutes 42 seconds East 585 feet to an iron stake, North 78 degrees 29 minutes 44 seconds East 105 feet to an iron stake, North 03 degrees 42 minutes 07 seconds West 60.16 feet to an iron stake and North 03 degrees 42 minutes 07 seconds West 604.03 feet to an iron stake; runs thence with the southern line of property (now or formerly) of J. E. Sanders North 79 degrees 25 minutes 14 seconds East 1122.91 feet to an iron stake in the western right of way line of SR #1789; runs thence with said western line of SR # 1789 South 23 degrees 36 minutes 20 seconds East 124.58 feet to an iron stake; thence crossing SR # 1789 runs North 66 degrees 23 minutes 41 seconds East 60.47 feet to the point and place of BEGINNING, all according to a Property Survey of Westpark Corporate Center, Inc. prepared by Boney & Associates, Inc., Drawing No. CRS 1-1985, dated September 19, 1985, and last revised March 18, 1986.

BK6659PG0726

TRACT 21

BEGINNING at an iron stake marking the intersection of the northeastern right of way line of Interstate-40 with the northwesterly right of way line of Sorrells Grove Church Road, said stake having North Carolina grid coordinates N 769,798.739 and E 2,053,404.087; runs thence with the northeasterly right of way line of Interstate 40 the following courses and distances: North 49 degrees 53 minutes 04 seconds West 126.77 feet to an iron stake, continuing the same course 1191.23 feet to an existing concrete monument, North 40 degrees 08 minutes 52 seconds West 253.77 feet to an existing concrete monument, and North 49 degrees 53 minutes 04 seconds West 25.22 feet to an iron pipe; thence leaving Interstate 40 runs North 56 degrees 13 minutes 15 seconds East 279.14 feet to an iron pipe; runs thence North 78 degrees 14 minutes 58 seconds East 254.39 feet to an iron pipe; runs thence North 76 degrees 55 minutes 33 seconds East 191.84 feet to an iron pipe; runs thence North 60 degrees 32 minutes 19 seconds East 103.83 feet to an iron pipe; runs thence North 43 degrees 58 minutes 04 seconds East 205 feet to an iron pipe; runs thence South 03 degrees 24 minutes 01 second East 928.87 feet to an existing iron pipe in the line of property (now or formerly) of Richard Jones; runs thence with the line of Richard Jones the following courses and distances: North 69 degrees 59 minutes 55 seconds West 148.99 feet to an existing iron pipe; South 20 degrees 31 minutes 02 seconds West 190.98 feet to an existing iron pipe; South 49 degrees 41 minutes 42 seconds East 346.78 feet to an existing iron pipe and South 68 degrees 22 minutes 33 seconds East 111.55 feet to an existing iron pipe in the western right of way line of Triple Oak Drive; runs thence with the right of way line of Triple Oak Drive South 01 degree 33 minutes 01 second West 63.86 feet to an iron pipe and South 54 degrees 43 minutes 30 seconds East 161.74 feet to an iron stake marking the intersection of the southerly right of way line of Triple Oak Drive with the westerly right of way line of Sorrells Grove Church Road; runs thence with said westerly right of way line of Sorrells Grove Church Road the following courses and distances: South 45 degrees 33 minutes 57 seconds West 2.74 feet to a point, South 68 degrees 19 minutes 37 seconds West 4.80 feet to an iron stake and South 68 degrees 17 minutes 28 seconds West 59.28 feet to the point and place of BEGINNING, and containing 13.7263 acres, more or less, all according to a Property Survey of Westpark Corporate Center, Inc. prepared by Boney and Associates, Inc., Drawing CRS 2-1985, dated September 19, 1985, last revised February 28, 1986.