

**THIRD AMENDMENT TO
AMENDED AND RESTATED DECLARATION**

by and between

Duke Realty Limited Partnership, declarant

Prepared by and Return to:
Duke Realty Limited Partnership
attn: Natalie Tyler-Martin
3715 Davinci Court, Suite 300
Peachtree Corners, GA 30092

Submitted electronically by Bridge Service Corp. in compliance with
North Carolina statutes governing recordable documents and the terms of
the submitter agreement with the Wake County Register of Deeds.

AFTER RECORDING, RETURN TO:

Duke Realty Limited Partnership
Attn: Natalie Tyler-Martin
3715 Davinci Court, Suite 300
Peachtree Corners, GA 30092

Cross References:

Book 6659, page 698
Book 8155, page 912
Book 15691, page 1300
Register of Deeds
Wake County, NC

**THIRD AMENDMENT TO
AMENDED AND RESTATED DECLARATION**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION (Innovation Avenue Lots) (this "Third Amendment") is made as of the date signed below by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership doing business in North Carolina as Duke Realty of Indiana Limited Partnership (the "Declarant").

RECITALS

WHEREAS, Duke Realty Limited Partnership ("**Duke**") is the owner of two buildings located in Morrisville, North Carolina, known as 1000 Innovation Avenue and 1200 Innovation Avenue, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Innovation Avenue Lots**") (Duke, its successors and assigns with respect to the Innovation Avenue Lots are sometimes referred to herein as the "**Innovation Avenue Member**");

WHEREAS, the Innovation Avenue Lots are encumbered by that certain Amended and Restated Declaration, dated January 31, 1995, recorded in Book 6659, Page 698 with the Register of Deeds, Wake County, North Carolina, as amended by that certain First Amendment to Amended and Restated Declaration dated September 29, 1998, recorded in Book 8155, Page 912, of the aforesaid records, and that certain Second Amendment to Amended and Restated Declaration dated May 22, 2014, recorded in Book 15691, Page 1300, of the aforesaid records (collectively, the "**Declaration**"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration;

WHEREAS, Innovation Avenue Member has leased the Innovation Avenue Lots to a third party ("**Tenant**"), as evidenced by that certain Memorandum of Lease of even date herewith, recorded in Book 17859, page 2503 ("**Memorandum of Lease**");

WHEREAS, Declarant, in accordance with the terms of the Declaration, has elected to supplement, modify and amend certain provisions of the Declaration, as described below, with respect to the Innovation Avenue Lots;

NOW, THEREFORE, Declarant does hereby make the following modifications to the Declaration with respect to the Innovation Avenue Lots as follows:

Use. Declarant acknowledges that (i) receiving, storing, assembling, shipping, distributing, preparing, selling, and serving as a pick-up/drop-off location for products, materials, food, grocery, and liquor items; (ii) parking, storage, and use (including driving into and through the Buildings and any Improvements for loading, unloading and parking

inside of the Buildings) of automobiles, trucks, machinery, and trailers, including outdoor loading and unloading; (iii) printing; (iv) making products on demand; (v) warehouse and office use; and (vi) other ancillary and related uses for any of the foregoing, each on the Innovation Avenue Lots (collectively, the “**Permitted Uses**”), do not individually or collectively constitute an improper use of the Innovation Avenue Lots or the Buildings and other Improvements located thereon.

Emissions and Noise Controls. Declarant acknowledges that emissions and noises in Tenant’s normal course of business on the Innovation Avenue Lots do not violate the terms of any provisions of the Declaration; provided that such emissions/noises are in compliance with all applicable laws.

Right of Entry. The right of Declarant to enter the Innovation Avenue Lots pursuant to Article V, Section W of the Declaration shall be subject to the following requirements: (i) Declarant shall provide at least 24 hours’ written notice to each of the Innovation Avenue Member and Tenant (except in the event of an emergency, in which case the entering party shall give such notice as is reasonable under the circumstances); (ii) Declarant’s entry on the Innovation Avenue Lots shall comply with Tenant’s standard confidentiality and security procedures of which it is given notice; (iii) each of the Innovation Avenue Member and Tenant shall have a right to have a representative present during Declarant’s presence on the Innovation Avenue Lots; (iv) Declarant’s entry and presence shall not interfere with operations on the Innovation Avenue Lots; (v) Declarant’s right of entry shall not extend to the interior of any buildings on the Innovation Avenue Lots; and (vi) entry for inspection purposes shall be limited to no more than two times per a 90-day period, provided that an entry that is a follow-up to a prior entry for purposes of confirming compliance shall not count towards the 90-day time period limitation.

Opportunity to Cure for Default of Member. Notwithstanding anything to the contrary contained in the Declaration, Declarant agrees that Declarant shall promptly notify Tenant in writing, simultaneously with any notice given to the Innovation Avenue Member, of any act or omission of the Innovation Avenue Member, which would give Declarant the right, immediately or after the lapse of a reasonable period of time, to file a lawsuit or real property lien or otherwise exercise any rights available to it which are prejudicial to Tenant’s rights in and to the Innovation Avenue Lots. Declarant shall not exercise any such rights unless Tenant has failed to cure or remedy any act or omission of the Innovation Avenue Member within fifteen (15) days after receiving written notice thereof (or within such additional period as is reasonably required to correct such default, provided that Tenant uses reasonable diligence to cure same). Notices to Tenant should be sent to: Amazon.com Services LLC, c/o Amazon.com, Inc., Attn: Real Estate Manager (NA-Ops: DRT9), 410 Terry Avenue North, Seattle WA 98109-5210 (or other such address as provided by Amazon.) (or other such address as provided by Tenant).

Self-Help for Default by Declarant. Notwithstanding anything to the contrary in the Declaration, should Declarant fail to perform any obligations imposed under this Declaration, and (A) such failure causes immediate and serious threat to safety or property at the Innovation Avenue Lots, or (B) such failure substantially interferes with the ability of the Innovation Avenue Member or Tenant to operate its business on the Innovation Avenue Lots, then, if after reasonable notice, Declarant fails to perform such obligations, then the Innovation Avenue Member or Tenant may perform such obligations on Declarant’s behalf in a reasonable manner at the reasonable prevailing cost of same. In such case, Declarant shall reimburse the Innovation Avenue Member or Tenant, as applicable, for any costs incurred therefor within thirty (30) days of demand, which demand shall be accompanied by reasonable evidence of such costs.

Nondisturbance. Notwithstanding anything to the contrary contained in the Declaration, Tenant’s rights under the lease of the Innovation Avenue Lots shall not be disturbed or interfered with in the event of a foreclosure on the Innovation Avenue Lots pursuant to any rights under the Declaration or upon a transfer of the Innovation Avenue Lots by conveyance in lieu of foreclosure; provided, however, that Tenant shall attorn in writing to Tenant’s new landlord under the lease of the Innovation Avenue Lots.

Future Supplements or Amendments. For so long, and only for so long, as Tenant, an affiliate or a third party vendor doing business with Tenant or its affiliate, is either the Innovation Avenue Member or a tenant of the Innovation Avenue Lots, then notwithstanding anything to the contrary in the Declaration, Declarant shall not have the right to amend, modify or alter the Declaration without the consent of the Innovation Avenue Member and Tenant if such amendment, modification or alteration: (i) prohibits or limits any of the Permitted Uses; (ii) modifies any access points to or from the Property, or requires different parking requirements or configurations than what is currently allowed as of the date of this Third Amendment; or (iii) grants additional easements or rights encumbering the Property. With

respect to modifications or amendments described in subsections (i) and (ii) hereof, Tenant's consent is within its sole discretion. With respect to modifications or amendments described in subsection (iii) hereof, Tenant's consent shall not be unreasonably withheld, conditioned or delayed so long as such modification or amendment would not materially affect Tenant's business operations on the Innovation Avenue Lots or materially increase Tenant's costs.

Termination of Third Amendment. This Third Amendment shall automatically terminate upon the termination of the Memorandum of Lease.

No Other Amendments; Ratification. Except as expressly amended hereby, the Declaration remains unaltered and in full force and effect and is hereby ratified, adopted and confirmed in all respects.

Succession and Assignment. This Third Amendment shall be binding upon, and inure to the benefit of, and shall be enforceable by Declarant, the Innovation Avenue Member or tenant of the Innovation Avenue Lots, and their respective successors and permitted assigns.

Governing Law. This Third Amendment and all questions concerning the performance of this Third Amendment will be interpreted, construed and enforced in all respects in accordance with applicable laws of the State of North Carolina, without reference to rules relating to choice of law.

Headings and Captions. The headings and captions of the paragraphs of this Third Amendment are for convenience of reference only and shall not affect the meaning or interpretation of this Third Amendment or any provision thereof.

Gender and Number. As used in this Third Amendment, the neuter shall include the feminine and masculine, the singular shall include the plural, and the plural shall include the singular, except where expressly provided to the contrary.

Severability. In the event that a paragraph, section, sentence, clause or phrase contained in this Third Amendment becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Third Amendment shall not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Association has executed this Second Amendment as of the date written below.

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, an Indiana corporation, sole general partner

By: JCB

Print Name: CHRIS BROWN

Title: SVP

Date: 4-9-2020

STATE OF Georgia)
COUNTY OF Gwinnett) ss.

I HEREBY CERTIFY THAT ON THIS 9th day of April, 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared J. Christopher Brown, Senior Vice President of Duke Realty Corporation, sole general partner of Duke Realty Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing an annexed instrument and acknowledged that said individual executed the same on behalf of said corporation and said limited partnership for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan Larson
Notary Public

My commission expires: 2/15/2021
[Notary Seal]



EXHIBIT A

LEGAL DESCRIPTION OF INNOVATION AVENUE LOTS

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

Being all of that 18.997 acre tract shown on a plat entitled "Boundary Survey of Lot 6 Woodlake Industrial Center" recorded in Book of Maps 1995, Page 260, Wake County Registry.