#### Book9503 - Page 401 Page 1 of 24

For Registration Sharon A. Davis Register of Deeds Durham County, NC Electronically Recorded 2021 Oct 21 04:14 PM

Book: 9503 Page: 401

NC Rev Stamp: \$ 0.00 Fee: \$ 62.00

Instrument Number: 2021053940

AMD

#### **Cross Reference:**

Book 8700, Page 477 (Instrument No. 2019023955); Book 8755, Page 576 (Instrument No. 2019034204); Book 8861, Page 827 (Instrument No. 2020004105); and Book 9033, Page 948 (Instrument No. 2020032746)

PREPARED BY (Without Title Examination) AND WHEN RECORDED RETURN TO:

Julie M. Elliott Krieg DeVault LLP 12800 N. Meridian St., Ste 300 Carmel, IN 46032

#### FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER (this "Fourth Amendment") is made and entered into as of the 13 day of October, 2021, by and among BCORE I-85 CORRIDOR RALEIGH OWNER LP, a Delaware limited partnership ("BCORE"), having its address at c/o Blackstone Real Estate, 345 Park Avenue, New York, NY 10154, SCANNELL PROPERTIES #461, LLC, an Indiana limited liability company ("SP #461"), having its address at c/o Scannell Properties, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240, SCANNELL PROPERTIES #462, LLC, an Indiana limited liability company ("SP #462"), having its address at c/o Scannell Properties, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240, SCANNELL PROPERTIES #502, LLC, an Indiana limited liability company ("SP #502"), having its address at c/o Scannell Properties, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240, and PERSON STREET OWNER LP, a Delaware limited partnership ("Person Street Owner"), having its address c/o Kohlberg Kravis Roberts & Co. L.P., 9 West 57th Street, 42nd Floor, New York, NY 10019 Attention: Ben Brudney.

#### **RECITALS:**

WHEREAS, Scannell Properties #320, LLC, an Indiana limited liability company ("SP #320"), Scannell Properties #350, LLC, an Indiana limited liability company ("SP #350"), and SP #383 entered into that certain Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated June 26, 2019, and recorded July 12, 2019, at Book 8700, Page 477 (Instrument No. 2019023955), as amended by that certain First Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated September 12, 2019, and recorded September 20, 2019, at Book 8755,

Page 576 (Instrument No. 2019034204) (the "First Amendment"), and as further amended by that certain Second Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated January 31, 2020, and recorded January 31, 2020, at Book 8861, Page 827 (Instrument No. 2020004105) (the "Second Amendment") and as further amended by that certain Third Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated August 12, 2020, and recorded August 12, 2020, at Book 9033, Page 948 (Instrument No. 2020032746) (the "Third Amendment", and together with the First Amendment and the Second Amendment, collectively hereinafter referred to as the "Declaration"), in the Register of Deeds for Durham County, North Carolina (the "Land Records"), concerning the real property located in the City of Durham, County of Durham, State of North Carolina, and commonly known as Regional Commerce Center.

WHEREAS, SP #320 assigned all of its rights, title, and interest as the Developer under the Declaration to SP #502 (hereinafter, the "<u>Developer</u>") pursuant to that certain Assignment of Developer's Rights under Declaration of Easements, Covenants and Restrictions for Regional Commerce Center dated October 12, 2021 between SP #320 and Developer which will be recorded in the Land Records.

WHEREAS, SP #320 caused the recording of a certain plat dated May 22, 2019, entitled "Final Subdivision Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "Original Plat"), recorded on May 31, 2019, in Plat Book No. 201, Pages 9-13 in the Land Records.

WHEREAS, the Original Plat was amended by: (i) a certain recombination plat dated January 27, 2019, entitled "Exempt Recombination Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "First Recombination Plat"), recorded on May 31, 2019, in Plat Book No. 202, Page 306 in the Land Records; (ii) a certain recombination plat dated April 6, 2020, entitled "Exempt Recombination and Easement Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "Second Recombination Plat"), recorded on August 10, 2020, in Plat Book 203, Pages 206 and 207 in the Land Records; and (iii) a certain recombination plat dated April 20, 2021, entitled "Final Subdivision, Recombination and Easement Plat of Regional Commerce Center Lots 3, 4 & 5" and prepared by Bass, Nixon & Kennedy, Inc. (the "Third Recombination Plat"), recorded September 29, 2021, in Plat Book 205, Pages 231 through 234 in the Land Records (the Original Plat, the First Recombination Plat, the Second Recombination Plat, and the Third Recombination Plat are referred to collectively as the "Plat").

WHEREAS, Person Street Owner is the fee simple owner of certain real property also located in the Park, which is more particularly described on <a href="Exhibit B-1 (Revised">Exhibit B-1 (Revised</a>) attached to the Third Amendment (the "Person Street Property"), having acquired the Person Street Property by that certain North Carolina Special Warranty Deed, dated November 18, 2020, and recorded November 19, 2020, at Book 9140, Page 642 (Instrument No. 2020050955) in the Land Records.

WHEREAS, BCORE is the fee simple owner of certain real property also located in the Park, which is more particularly described on <a href="Exhibit B-2 (Revised">Exhibit B-2 (Revised)</a> attached to the Third Amendment (the "BCORE (Lot A) Property").

WHEREAS, BCORE is the fee simple owner of certain real property also located in the Park, which is more particularly described on <u>Exhibit B-3 (Revised)</u> attached to the Third Amendment (the "BCORE (Lot 2) <u>Property</u>").

WHEREAS, SP# 461 is the fee simple owner of certain real property also located in the Park, which is more particularly described on <u>Exhibit B-4</u> attached hereto (the "<u>SP #461 Property</u>"), having acquired the SP #461 Property by that certain North Carolina General Warranty Deed, dated October 11, 2021, and recorded October 19, 2021, at Book 9499, Page 183 (Instrument No. 2021053183) in the Land Records.

WHEREAS, SP# 462 is the fee simple owner of certain real property also located in the Park, which is more particularly described on <u>Exhibit B-5</u> attached hereto (the "<u>SP #462 Property</u>"), having acquired the SP #462 Property by that certain North Carolina General Warranty Deed, dated October 11, 2021, and recorded October 19, 2021, at Book 9499, Page 187 (Instrument No. 2021053184) in the Land Records.

WHEREAS, Developer is the fee simple owner of certain real property also located in the Park, which is more particularly described on Exhibit B-6 attached hereto (the "Developer Property"), having acquired the Developer Property by that certain North Carolina General Warranty Deed, dated October 11, 2021, and recorded October 19, 2021, at Book 9499, Page 191 (Instrument No. 2021053185) in the Land Records.

WHEREAS, Section 9.9(E) of the Declaration provides that the Declaration may be amended by, and only by, a written agreement which has received the approval of the Approving Parties and shall be effective only when recorded in the official records of the Land Records.

WHEREAS, BCORE, SP #461, SP #462, Developer, and Person Street Owner collectively constitute the Approving Parties under the Declaration.

WHEREAS, the Approving Parties now desire to amend the Declaration upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the above Recitals and the covenants contained in this Fourth Amendment, the Approving Parties hereby declare that the Declaration is hereby amended by this Fourth Amendment and that the Park shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the terms and conditions set forth in the Declaration, which shall run with the Park for the term hereof and shall be binding upon the Park and all successors, assigns, tenants, occupants, subtenants, licensees, concessionaires, invitees or other parties permitted within the Park:

#### 1. **Defined Terms; Recitals.**

- (a) Except as otherwise specifically defined herein, all capitalized terms shall have the meanings assigned to such terms in the Declaration.
  - (b) The Recitals are hereby incorporated herein by this reference.

#### 2. Amendment of Certain Exhibits.

- (a) Exhibit A (Legal Description of Developer Property). Exhibit A attached to the Declaration (as amended by Exhibit A (Revised) attached to the Third Amendment) is hereby deleted in its entirety and replaced with Exhibit A (Second Revised) attached to this Fourth Amendment and incorporated herein by this reference. All references to Exhibit A (Revised) in the Declaration are hereby deleted in their entirety and replaced with references to Exhibit A (Second Revised).
- (b) <u>Exhibit D Depiction of Amended Common Area</u>. <u>Exhibit D</u> attached to the Declaration is hereby deleted in its entirety and replaced with <u>Exhibit D</u> (<u>Revised</u>) attached to this Fourth Amendment and incorporated herein by this reference. All references to <u>Exhibit D</u> in the Declaration are hereby deleted in their entirety and replaced with references to Exhibit D (Revised).
- (c) <u>Exhibit E Depiction of Amended Shared Access Easement</u>. <u>Exhibit E</u> attached to the Declaration is hereby deleted in its entirety and replaced with <u>Exhibit E (Revised)</u> attached

to this Fourth Amendment and incorporated herein by reference. All references to <u>Exhibit E</u> in the Declaration are hereby deleted in their entirety and replaced with references to Exhibit E (Revised).

#### 3. Amendment of Certain Definitions.

- (a) <u>Developer Property</u>. The definition of "<u>Developer Property</u>" in the fourth Recital of the Third Amendment is hereby deleted in its entirety and replaced with the definition set forth in the tenth Recital of this Fourth Amendment.
- (b) **Property.** The fifth Recital of the Declaration is hereby deleted in its entirety and replaced with the following:

WHEREAS, the Person Street Property, the BCORE (Lot A) Property, the BCORE (Lot 2) Property, the SP #461 Property, the SP #462 Property, and the Developer Property shall hereinafter be collectively referred to as the "Property";

(c) <u>Plat.</u> The definition of "<u>Plat</u>" in the first Recital of the Declaration is hereby amended and restated in its entirety to read as follows:

That certain plat dated May 22, 2019, entitled "Final Subdivision Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "Original Plat"), recorded on May 31, 2019, in Plat Book 201, Pages 9-13 in the Land Records, as amended by: (i) a certain recombination plat dated January 27, 2020, entitled "Exempt Recombination Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "First Recombination Plat"), recorded on February 6, 2020, in Plat Book 202, Page 306 in the Land Records; (ii) a certain recombination plat dated April 6, 2020, entitled "Exempt Recombination and Easement Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "Second Recombination Plat"), recorded on August 10, 2020, in Plat Book 203, Pages 206 and 207 in the Land Records; and (iii) a certain recombination plat dated April 20, 2021, entitled "Final Subdivision, Recombination and Easement Plat of Regional Commerce Center Lots 3, 4 & 5" and prepared by Bass, Nixon & Kennedy, Inc. (the "Third Recombination Plat"), recorded September 29, 2021, in Plat Book 205, Pages 231 through 234 in the Land Records (the Original Plat, the First Recombination Plat, the Second Recombination Plat, and the Third Recombination Plat are referred to collectively as the "Plat").

- (d) <u>Common Utility Facilities</u>. The definition of "Common Utility Facilities" in Section 1.13 of the Declaration is hereby amended to include: (i) the Private Waterline Easement attached hereto as Exhibit F; and (ii) the Private Storm Bypass Easement attached hereto as Exhibit G.
- (e) <u>Park</u>. The definition of "Park" in Section 1.35 of the Declaration is hereby deleted in its entirety and replaced with the following:
  - 1.35 <u>Park.</u> "<u>Park.</u>" shall mean and refer to that certain real property described on Exhibit A (Second Revised), Exhibit B-1 (Revised), Exhibit B-2 (Revised), Exhibit B-3 (Revised), Exhibit B-4, Exhibit B-5 and Exhibit B-6 and as depicted by the recorded Plat, as amended from time to time, together with all Improvements located thereon, subject to the right of Developer to otherwise change, expand, reconfigure, or otherwise alter any Common Area within the Park, subject only to the limitations set forth in this Declaration. The cemetery depicted on the Plat is not a part of the Park.

#### 4. **General Provisions**.

- (a) <u>Binding Effect</u>. The obligations, burdens and benefits created by this Fourth Amendment shall bind and inure to the benefit of all parties having any right, title or interest in the Park, or any portion thereof, and their respective successors, assigns and transferees. This Fourth Amendment and its terms and conditions shall become a part of the chain of title and shall run with the land until terminated, as more particularly set forth in the Declaration and this Fourth Amendment.
- (b) <u>Headings and Captions</u>. The headings and captions of the paragraphs of this Fourth Amendment are for convenience of reference only and shall not affect the meaning or interpretation of this Fourth Amendment or any provision thereof.
- (c) <u>Gender and Number</u>. As used in this Fourth 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.
- (d) <u>Severability</u>. In the event that a paragraph, section, sentence, clause or phrase contained in this Fourth 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 Fourth Amendment shall not be affected thereby.
- (e) <u>Full Force and Effect</u>. Except as expressly amended hereby, the Declaration remains unaltered and in full force and effect.
- (f) <u>Governing Law</u>. This Fourth Amendment and all questions concerning the performance of this Fourth 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.
- (g) <u>Counterparts</u>. This Fourth Amendment and any amendment to this Fourth Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.
- (h) <u>Covenants Run with the Land</u>. Each and every declaration, covenant, condition, easement, right, privilege and restriction made, declared, granted or assumed in this Fourth Amendment shall be an equitable servitude on the Park, and shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and grantees who acquire fee simple title to all or any portion of the Park, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (i) <u>No Rights Conferred</u>. Except as expressly stated to the contrary herein, this Fourth Amendment shall confer no rights on any parties other than the Parties and the Permittees.
- **IN WITNESS WHEREOF**, BCORE, SP #461, SP #462, Developer, and Person Street Owner have caused this Fourth Amendment to be executed effective as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

#### SIGNATURE PAGE OF BCORE

#### TO

#### FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER

#### "BCORE"

#### **BCORE I-85 CORRIDOR RALEIGH OWNER LP**

By: BCORE I-85 Corridor Raleigh Owner GP LLC, its general partner

Printed: Clifton Coffey
Title: Authorized Significant

**ACKNOWLEDGMENT** 

STATE OF NEW YORK )

COUNTY OF Miam; Dade )

On the <u>Zo</u> day of <u>August</u>, 2021, before me, personally appeared <u>Cl. Hon Harring Coffeey</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as <u>Authorized Signature</u> of BCORE I-85 Corridor Raleigh Owner GP LLC, a Delaware limited liability company, General Pariner of BCORE I-85 CORRIDOR RALEIGH OWNER LP, a Delaware limited partnership, and that by his/her signature on the instrument the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal

Signature

DANIEL ENOC AVILA
Scotymission # GG 951833
Expires January: 27, 2024
Bonded Thru Budget Netary Services

#### SIGNATURE PAGE OF SP #461 TO

#### FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER

"SP #461"

SCANNELL PROPERTIES #461, LLC, an Indiana limited liability company

By: Marc D. Pfleging, Manager

STATE OF INDIANA	)
•	) SS:
COUNTY OF MARION	)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named SCANNELL PROPERTIES #461, LLC, an Indiana limited liability company, by Marc D. Pfleging, in his capacity as the Manager, and who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his free act and deed individually and as such manager.

SEAL Commission Number 691848 My Commission Purple Expire November 23, 2024

My Commission Expires:

My Commission Number:

#### **SIGNATURE PAGE OF SP #462** TO

#### FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER

"SP #462"

**SCANNELL PROPERTIES #462, LLC,** an Indiana limited liability company

	•	By:		
	}	Marc D. Pfleging, Manager		
			•	
ATE OF INDIANA	)			

ST ) SS: COUNTY OF MARION

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named SCANNELL PROPERTIES #462, LLC, an Indiana limited liability company, by Marc D. Pfleging, in his capacity as the Manager, and who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana, this 19th day of HUGUST

My Commission Expires:

My Commission Number:

# SIGNATURE PAGE OF SP #502/DEVELOPER TO

#### FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER

"SP #502" or "Developer"

SCANNELL PROPERTIES #502, LLC, an Indiana limited liability company

By: Marc D. Pfleging, Manager

COUNTY OF MARION	) SS: )
BEFORE ME, a Notar	y Public in and for said County and State personally appe

STATE OF INDIANA

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named SCANNELL PROPERTIES #502, LLC, an Indiana limited liability company, by Marc D. Pfleging, in his capacity as the Manager, and who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis,

Indiana, this // day of //

# SIGNATURE PAGE OF PERSON STREET OWNER TO

#### FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER

#### PERSON STREET OWNER LP,

a Delaware limited partnership

By: Person Street Owner GP LLC, a Delaware limited liability company, its general partner

By: Printed: Roger Morales

Title: Senior Vice President

STATE OF NEW YORK)	
COUNTY OF NEW YORK) ss.	
Morales, who proved to me on the basis of satis subscribed to the within instrument and ackn	Free Free Notary Public, personally appeared Roger sfactory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct	the laws of the State of New York that the foregoing
WITNESS my hand and official seal.	
Notary Public redevel	(Seal)
ALISON E FREDERICK NOTARY PUBLIC STATE OF NEW YORK NEW YORK COUNTY LIC. # 01FR6346159	
COMM EVD 8/8/2024	

# LENDER'S CONSENT AND SUBORDINATION (RBC Real Estate Capital)

The undersigned, **RBC REAL ESTATE CAPITAL CORP**, a Delaware corporation ("<u>Lender</u>"), holder of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "<u>Deed of Trust</u>"), executed by Person Street Owner LP, a Delaware limited partnership ("<u>Grantor</u>"), for the benefit of Lender and recorded November 19, 2020, as Instrument Number 2020050956 and in Book 9140 at Page 647 in the Register of Deeds of Durham County, North Carolina, hereby (i) consents to that certain Fourth Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated October 12, 2021 (the "<u>Declaration Amendment</u>"), affecting the collateral premises located in Durham, Durham County, North Carolina, and made by Grantor, as Person Street Owner under the Declaration Amendment, to which this Subordination is attached, and (ii) subordinates the lien of the Deed of Trust to the Declaration Amendment and agrees that the foreclosure of the Deed of Trust shall not terminate, impair or extinguish the Declaration Amendment.

The relationship between Lender and Grantor is that of a lender and a borrower only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Deed of Trust or in the other loan documents executed in connection therewith (collectively, the "Loan Documents").

Notwithstanding anything to the contrary herein, Lender does not subordinate the lien of the Deed of Trust or other Loan Documents to any claims, damages or other liabilities that arise against Grantor pursuant to the terms of the Declaration Amendment.

[SIGNATURE AND ACKNOWLEDGMENT ON NEXT PAGE]

# **RBC REAL ESTATE CAPITAL CORP.**, a Delaware corporation

	By: Name: Title: Date:
STATE OF TEXAS )	
COUNTY OF DALLAS ) ss.	
On, 2021, before me,, who proved to me on the whose name(s) is/are subscribed to the within instrument the same in his/her/their authorized capacity(ies), and the person(s), or the entity upon behalf of which the person	ne basis of satisfactory evidence to be the person(s) and acknowledged to me that he/she/they executed nat by his/her/their signature(s) on the instrument
I certify under PENALTY OF PERJURY under the laws paragraph is true and correct.	s of the State of Texas that the foregoing
WITNESS my hand and official seal.	
	(Seal)
Notary Public	(Scar)

#### **EXHIBIT A (SECOND REVISED)**

#### <u>Legal Description of Developer Property</u>

LOT 5 OF THE FINAL SUBDIVISION, RECOMBINATION AND EASEMENT PLAT OF REGIONAL COMMERCE CENTER LOTS 3, 4 & 5, AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 205, PAGES 231 THROUGH 234, DURHAM COUNTY REGISTRY, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

#### **EXHIBIT B-4**

#### Legal Description of SP #461 Property

LOT 3 OF THE FINAL SUBDIVISION, RECOMBINATION AND EASEMENT PLAT OF REGIONAL COMMERCE CENTER LOTS 3, 4 & 5, AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 205, PAGES 231 THROUGH 234, DURHAM COUNTY REGISTRY, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

#### **EXHIBIT B-5**

#### Legal Description of SP #462 Property

LOT 4 OF THE FINAL SUBDIVISION, RECOMBINATION AND EASEMENT PLAT OF REGIONAL COMMERCE CENTER LOTS 3, 4 & 5, AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 205, PAGES 231 THROUGH 234, DURHAM COUNTY REGISTRY, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

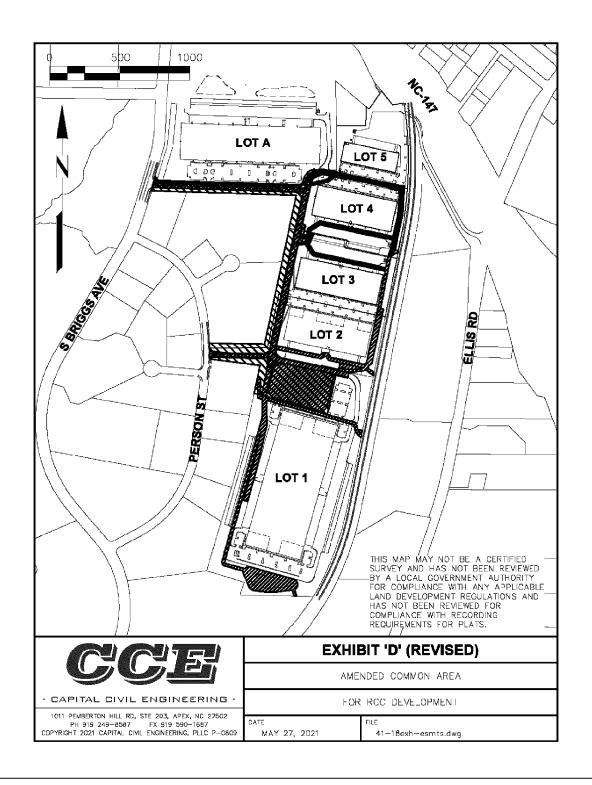
#### **EXHIBIT B-6**

#### <u>Legal Description of Developer Property</u>

LOT 5 OF THE FINAL SUBDIVISION, RECOMBINATION AND EASEMENT PLAT OF REGIONAL COMMERCE CENTER LOTS 3, 4 & 5, AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 205, PAGES 231 THROUGH 234, DURHAM COUNTY REGISTRY, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

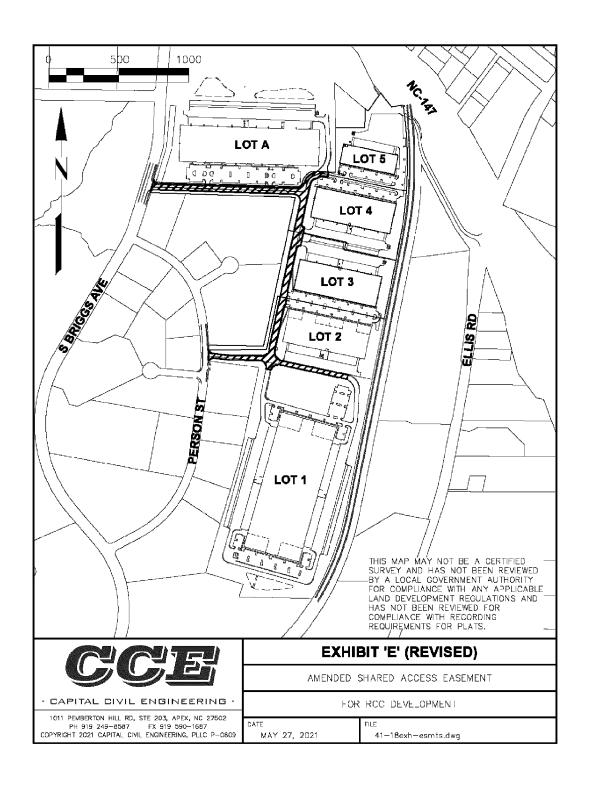
#### EXHIBIT D (REVISED)

## Depiction of Amended Common Area



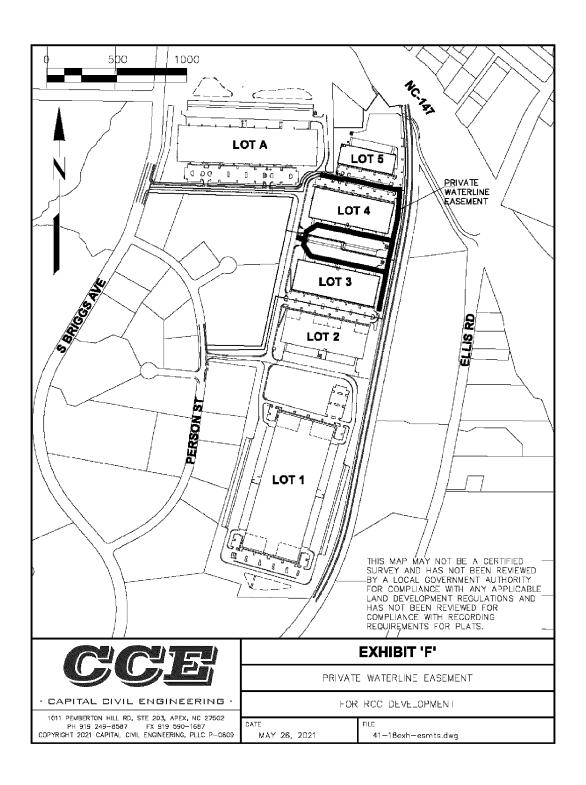
#### **EXHIBIT E (REVISED)**

## Depiction of Amended Shared Access Easement



#### **EXHIBIT F**

## Depiction of Private Waterline Easement



#### **EXHIBIT G**

## Depiction of Private Storm Bypass Easement

