

For Registration Fredrick Smith
 Register of Deeds
 Mecklenburg County, NC
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 Book: 31955 Page: 769 Fee: \$ 26.00
 Instrument Number: 2017092760

Fredrick Smith

**SECOND AMENDMENT TO DECLARATION
 OF EASEMENTS, COVENANTS AND RESTRICTIONS
 FOR WILKINSON COMMERCE PARK**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR WILKINSON COMMERCE PARK ("Second Amendment") is made and entered into as of the 7th day of July, 2017, by and among 9040 WILKINSON, LLC, an Indiana limited liability company ("Developer"), SP WILKINSON CHARLOTTE I, LLC, an Indiana limited liability company ("Wilkinson I"), and SP WILKINSON CHARLOTTE II, LLC, an Indiana limited liability company ("Wilkinson II").

RECITALS:

WHEREAS, Developer executed a Declaration of Easements, Covenants and Restrictions for Wilkinson Commerce Park dated November 14, 2016, and recorded November 21, 2016, in Deed Book 31357, Page 454 in the records of Mecklenburg County, North Carolina ("Original Declaration"), as amended by a First Amendment to Declaration of Easements, Covenants, and Restrictions for Wilkinson Commerce Park by 9040 Wilkinson, LLC, SP Wilkinson Charlotte I, LLC and SP Wilkinson Charlotte II, LLC, recorded July 11, 2017 in Deed Book 31955 Page 61, Mecklenburg County Registry (the "First Amendment"), concerning the real property located in the City of Charlotte, Mecklenburg County, North Carolina and commonly known as Wilkinson Commerce Park ("Park"). As used herein, "Declaration" means the Original Declaration as amended by the First Amendment and this Second Amendment.

WHEREAS, Developer conveyed a portion of the Park consisting of Lots 1 & 2 to Wilkinson I pursuant to that certain (i) North Carolina Special Warranty Deed dated November 14, 2016, and recorded November 23, 2016, in Deed Book 31365, Page 726 in the records of Mecklenburg County, North Carolina (with respect to Lot 2); and North Carolina Special Warranty Deed dated June 29, 2017, and recorded July 11, 2017, in Deed Book 31955, Page 59 in the records of Mecklenburg County, North Carolina (with respect to Lot 1).

WHEREAS, Developer conveyed a portion of the Park consisting of Lot 5 to Wilkinson II pursuant to that certain North Carolina Special Warranty Deed dated November 14, 2016, and recorded November 23, 2016, in Deed Book 31365, Page 728 in the records of Mecklenburg County, North Carolina.

WHEREAS, Wilkinson I and AMAZON.COM.DEDC LLC, a Delaware limited liability company ("Amazon"), have entered into the Lease Agreement dated July 7, 2017 ("Amazon Lease"), for that portion of the Park legally described on Exhibit A-1 attached hereto ("Premises").

WHEREAS, Section 9.09(E) of the Original Declaration provides that the Original Declaration may be amended by the approval of the Approving Parties (as defined in the Original Declaration) and shall be effective only when recorded in the official records of the Mecklenburg County, North Carolina Recorder's Office.

WHEREAS, Developer, Wilkinson I and Wilkinson II, as the Approving Parties, desire to amend the Original Declaration in its entirety upon the terms and conditions hereinafter set forth.

submitted electronically by "First American Title Insurance Company - NCS"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

NOW, THEREFORE, in consideration of the above Recitals and the covenants contained in this Second Amendment, Developer, Wilkinson I and Wilkinson II hereby declare that the Original Declaration is hereby amended by this Second 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 Original Declaration.

(b) The Recitals are hereby incorporated herein by this reference.

2. Right of Inspection.

(a) Notwithstanding anything to the contrary contained in the Declaration, the rights of the Association to enter upon the Premises pursuant to the Declaration shall be subject to subsection (b) below and shall not extend to the interior of any Buildings on the Premises. Any such access shall not unreasonably interfere with Amazon's operations and no more than two (2) inspections may be performed within any ninety (90) day period. Notwithstanding anything to the contrary, including without limitation Section 9.1(B) of the Original Declaration, in no event shall any Party or other owner at the Park (other than Landlord or the Association) have the right to enter upon the Premises.

(b) In connection with any entry by the Association, the Association shall enter the Premises only when accompanied by a representative of Amazon and only in compliance with Amazon's then-current security programs (which security procedures may include without limitation, execution of a non-disclosure agreement and a prohibition on photography) and confidentiality requirements and such other rules and regulations as Amazon may impose in relation to the permitted uses under the Amazon Lease or in relation to any permits or licenses obtained by Amazon in connection with its business operations on the Premises (such as, without limitation, the requirement that sanitary suits be worn in select areas).

3. Notice/Opportunity to Cure. Notwithstanding anything to the contrary contained in the Declaration, the Association, ARB or any Party or other owner at the Park, as applicable, shall promptly provide to Amazon at the address provided below a copy of any notice delivered to Landlord, including without limitation, any notice that relates to amounts due under the Declaration, or to work to be performed on or the condition of, the Premises. In addition, the Association, or any Party or other owner at the Park, as applicable, shall promptly notify Amazon in writing of any act or omission of Landlord that would give the such party 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 Amazon's rights under the lease of the Premises. The Association, or any Party or other owner at the Park, as applicable, shall not exercise any such rights unless Amazon has failed to cure or remedy any act or omission of Landlord within forty-five (45) days after receiving written notice thereof (or within such additional period as is reasonably required to correct such default, provided that Amazon uses reasonable diligence to cure same).

Any notice given pursuant to this Section shall be made in writing and delivered (i) personally, (ii) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (iii) by a nationally recognized overnight delivery service providing proof of delivery, or (iv) by email or facsimile delivery, provided for delivery pursuant to this clause (iv) a copy is also sent pursuant to either clause (i), (ii) or (iii) above, and in all such events, properly addressed to the addresses set forth below. In order to be effective, any notice made to Amazon must also be sent to naops-propmgmt@amazon.com, legal-us-realestate@amazon.com, and na-realestate@amazon.com, using the subject line—Re: DLT1. Notice shall be deemed given upon delivery or when delivery is refused.

Amazon's Courier Address:

c/o Amazon.com, Inc.
 Attention: Real Estate Manager (NA Ops/DLT1)
 410 Terry Ave. N
 Seattle, WA 98109-5210

With a copy to:

c/o Amazon.com, Inc.
 Attention: General Counsel (Real Estate/DLT1)
 410 Terry Ave. N
 Seattle, WA 98109-5210

Amazon's U.S. Mail Address:

c/o Amazon.com, Inc.
 Attention: Real Estate Manager (NA Ops/DLT1)
 PO Box 81226
 Seattle, WA 98108-1226

With a copy to:

c/o Amazon.com, Inc.
 Attention: General Counsel (Real Estate/ DLT1)
 PO Box 81226
 Seattle, WA 98108-1226

4. General Provisions.

(a) Successors and Assigns. This Second Amendment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the Premises, Landlord and Amazon and Landlord's and Amazon's respective successors, assigns and transferees.

(b) Binding Effect. The obligations, burdens and benefits created by this Second 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 Second 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 Original Declaration and this Second Amendment.

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

(d) Gender and Number. As used in this Second 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.

(e) Severability. In the event that paragraph, section, sentence, clause or phrase contained in this Second 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 Second Amendment shall not be affected thereby.

(f) Full Force and Effect. Except as expressly amended hereby, the Original Declaration remains unaltered and in full force and effect.

(g) Governing Law. This Second Amendment and all questions concerning the performance of this Second 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.

(h) Counterparts. This Second Amendment and any amendment to this Second 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.

IN WITNESS WHEREOF, Developer, Wilkinson I and Wilkinson II have caused this Second Amendment to be executed effective as of the day and year first above written.

"Developer"

9040 WILKINSON, LLC,
an Indiana limited liability company

By: 
James C. Carlino, Manager

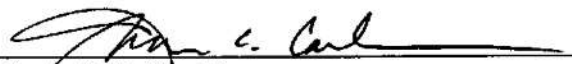
"Wilkinson I"

SP WILKINSON CHARLOTTE I, LLC,
an Indiana limited liability company

By: 
James C. Carlino, Manager

"Wilkinson II"

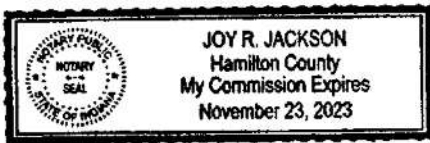
SP WILKINSON CHARLOTTE II, LLC,
an Indiana limited liability company

By: 
James C. Carlino, Manager

STATE OF INDIANA)
COUNTY OF ~~HAMILTON~~ ^{MARION}) SS:
)

BEFORE ME, a Notary Public in and for said County and State personally appeared James P. Carlin in his/her capacity as the Manager of the above named 9040 WILKINSON, LLC, an Indiana limited liability company, who acknowledged that he/she 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/her free act and deed individually and as such manager.

10th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana this day of July, 2017.

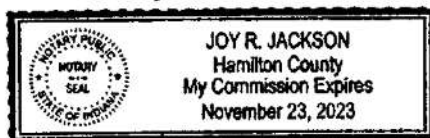


Joy R. Jackson
NOTARY PUBLIC
My Commission Expires: 11/23/23

STATE OF INDIANA)
COUNTY OF ~~HAMILTON~~ ^{MARION}) SS:
)

BEFORE ME, a Notary Public in and for said County and State personally appeared James P. Carlin, in his/her capacity as the Manager of the above named SP WILKINSON CHARLOTTE I, LLC, an Indiana limited liability company, who acknowledged that he/she 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/her free act and deed individually and as such manager.

10th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana this day of July, 2017.

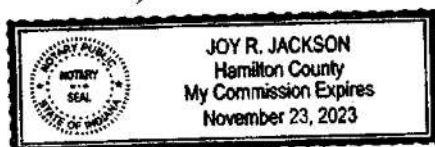


Joy R. Jackson
NOTARY PUBLIC
My Commission Expires: 11/23/23

STATE OF INDIANA)
COUNTY OF ~~HAMILTON~~ ^{MARION}) SS:
)

BEFORE ME, a Notary Public in and for said County and State personally appeared James P. Carlin in his/her capacity as the Manager of the above named SP WILKINSON CHARLOTTE II, LLC, an Indiana limited liability company, who acknowledged that he/she 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/her free act and deed individually and as such manager.

10th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana this day of July, 2017.



Joy R. Jackson
NOTARY PUBLIC
My Commission Expires: 11/23/23

EXHIBIT A-1

LEGAL DESCRIPTION OF PREMISES

Lots 1 & 2, Wilkinson Commerce Park, Map 1, recorded October 12, 2016 in Book 60, Page 30.

Together with non-exclusive easements as created, limited and defined in Declaration of Easements, Covenants and Restrictions for Wilkinson Commerce Park by 9040 Wilkinson, LLC, recorded November 21, 2016 in Deed Book 31357, Page 454, as amended by a First Amendment to Declaration of Easements, Covenants, and Restrictions for Wilkinson Commerce Park by 9040 Wilkinson, LLC, SP Wilkinson Charlotte I, LLC and SP Wilkinson Charlotte II, LLC, recorded July 11, 2017 in Deed Book **31955** Page 61, Mecklenburg County Registry.

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE INSURANCE CO. AS AN ACCOMMODATION ONLY.
IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON TITLE.

EXHIBIT A-2

DEPICTION OF SUBDIVIDED PREMISES

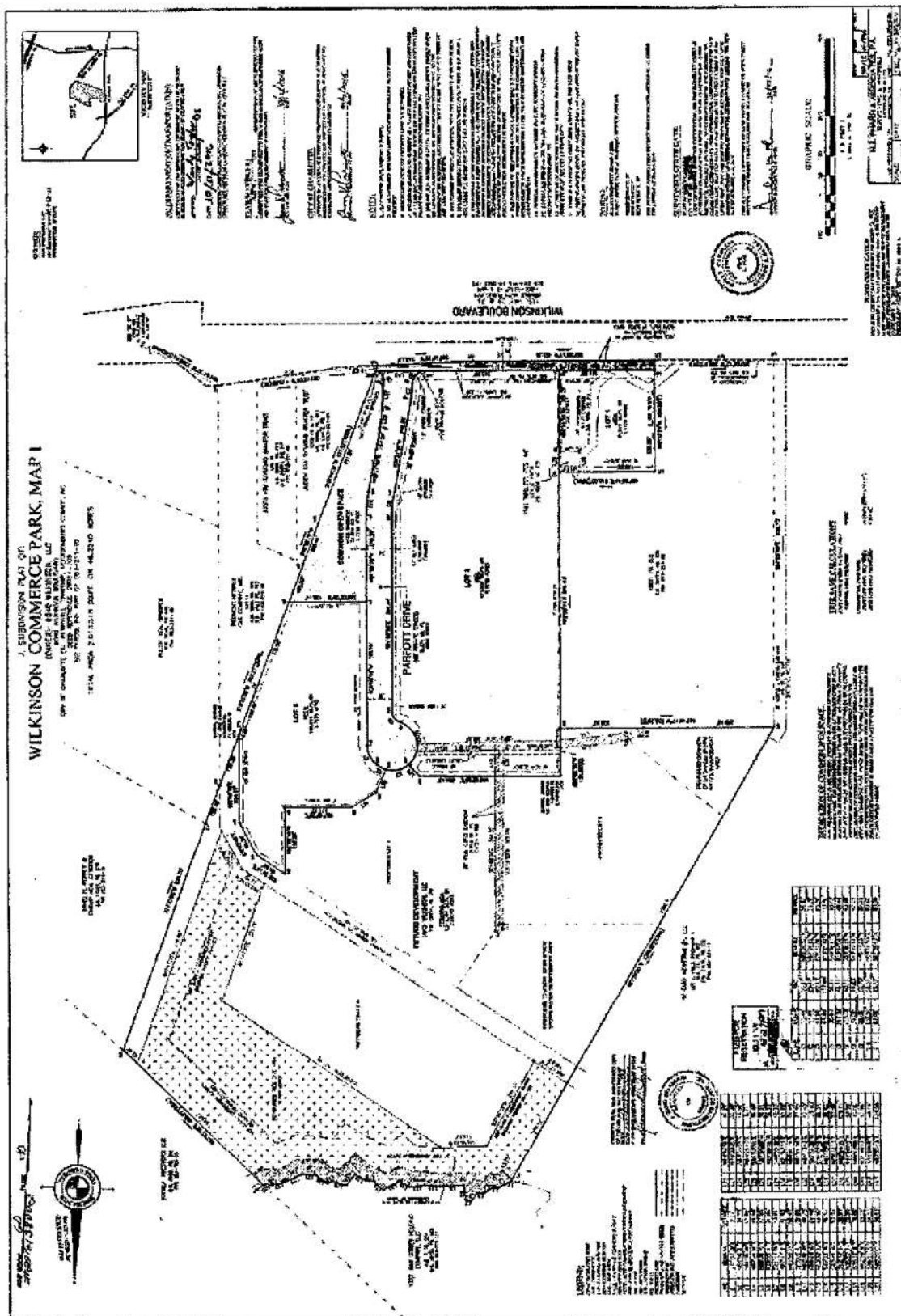


Exhibit A-2