



2013014815

RESTRICTION
RECORDING FEES

\$12.00

PRESENTED & RECORDED:
09-30-2013 01:17 PM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK: DEED 757
PG: 267-272

ASSIGNMENT OF DECLARANT/INITIAL OWNER'S RIGHTS UNDER
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR EDGEWATER CORPORATE CENTER

This Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants and Easements for Edgewater Corporate Center (this "Assignment"), is entered into this 25 day of September, 2013 ("Effective Date"), by and between DEARBORN STREET HOLDINGS, LLC - Series 16 M&I, an Illinois limited liability company ("Assignor"), RMB EDGEWATER, LLC, a North Carolina limited liability company ("Assignee") and LASALLE 115 HOLDINGS, LLC-SERIES 1, an Illinois limited liability company ("Owner").

RECITALS

WHEREAS, Assignee has acquired fee title (the "Transfer") to the real property described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Real Property"); and

WHEREAS, pursuant to that one certain Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center recorded in Book 667, Page 107, Lancaster County Register of Deeds, Assignor is the Declarant and has succeeded to the rights of the "Initial Owner" for purposes of that certain Declaration of Covenants, Conditions, Restrictions of Easement for Edgewater Corporate Center recorded in Deed Record 002304, in Book 288, Page 300 in the Office of the Register of Deeds of Lancaster County, South Carolina (as the same may have been amended, the "CC&R"); and

WHEREAS, in conjunction with the conveyance by Owner of the Real Property to Assignee, in order to promote and preserve the continued orderly development, administration, and maintenance of the Real Property, and as a material inducement to Assignee to complete the Transfer, Assignor has agreed to assign all of its right, title and interest in the declarations, covenants, conditions, restrictions and other development-related agreements appurtenant to and otherwise affecting the Real Property to Assignee, including, without limitation, its rights as "Lengers" for purposes of the Grant of Easement and Owner has agreed to join in and consent to such Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Owner, intending to be legally bound, hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are herby incorporated by reference in this Assignment.

2. Assignment. Assignor hereby forever assigns, sells, transfers, and sets over (collectively, the "Assignment") to Assignee all of Assignor's legal, beneficial, and other right, title, benefit, privileges, and interest in and to the CC&R, including, without limitation, Assignor's rights as a Declarant and/or the "Initial Owner" thereunder.

3. Owner Consent. Owner hereby joins in and consents to the assignment described in Paragraph 2 hereof.

4. Assumption. Assignee hereby accepts the Assignment and hereby assumes all obligations of Declarant under the CC&R from and after the Effective Date.

5. Governing Law. This Agreement and the obligation of the parties hereunder will be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to any choice of Law principles that may require the application of any other laws.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. Further Assurances. Each party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

8. Successors and Assigns. All of the terms, agreements, covenants, and conditions of this Agreement will be binding upon, and inure to the benefit of and are enforceable by, the parties hereto and their respective successors and assigns.

9. Third Parties. This Assignment and the acceptance thereof by Assignee as provided in Section 2 is not intended by the parties to expand the rights or remedies of any third party against Assignee or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignee not consummated the Transfer. Nothing contained herein will, or should be construed to, prejudice the right of Assignee or Assignor, as the case may be, to contest any claim or demand made by any third party (a "Third Party Claim") with respect to any litigation or liability assumed or not assumed, respectively, hereunder, and Assignee or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such Third Party Claim, except as aforesaid.

10. Headings. The article and section headings contained in this Assignment are inserted for convenience only and will not affect in any way the meaning or interpretation of this Assignment.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Declarant/Initial Owner's Rights Under Declaration of Covenants and Easements for Edgewater Corporate Center this 25th day of September, 2013.

DEARBORN STREET HOLDINGS, LLC -
SERIES 16 M&I, an Illinois limited liability
company

Witness: [Signature]
JASON E. KUMIYAMA

By: Steven J. Heder
Name: Todd E. Becker STEVEN J. HEDER
Title: Vice President

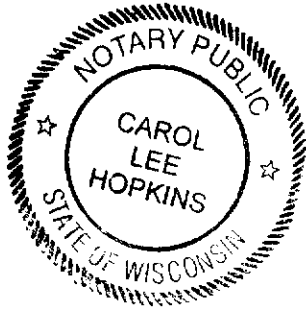
Witness: [Signature]
Matthew Kovacich

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Steven J. Heder

The foregoing instrument was acknowledged before me this 25th day of September, 2013 by Todd E. Becker, as Vice President of DEARBORN STREET HOLDINGS - SERIES 16 M&I, an Illinois limited liability company, on behalf of the limited liability company.



Carol Lee Hopkins
Notary Public for WISCONSIN
My commission expires: April 6, 2014

[NOTARIAL SEAL]

[Signature and Acknowledgment on following page]

LASALLE 115 HOLDINGS, LLC-SERIES 1,
an Illinois limited liability company

Witness: [Signature]
JASON E. KUWAYAMA
Witness: [Signature]
MATTHEW KOVACICH

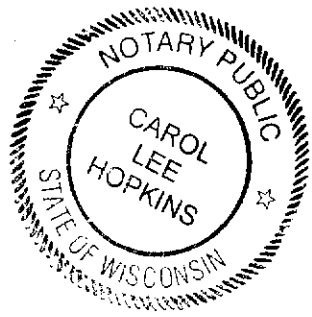
By: [Signature]
Name: Todd E. Becker STEVEN J. HEDER
Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Steven J. Heder

The foregoing instrument was acknowledged before me this 25th day of September, 2013 by Todd E. Becker, as Vice President of LASALLE 115 HOLDINGS, LLC-SERIES 1, an Illinois limited liability company, on behalf of the limited liability company.



Carol Lee Hopkins
Notary Public for WISCONSIN
My commission expires: April 6, 2014

[NOTARIAL SEAL]

[Legal Description on Exhibit A attached hereto]

RMB EDGEWATER, LLC, a North Carolina limited liability company

By: Merrifield Partners, LLC, a North Carolina limited liability company, its Manager

By: [Signature]
James E. Merrifield
Its: Mgr

Witness:

[Signature]

Witness:

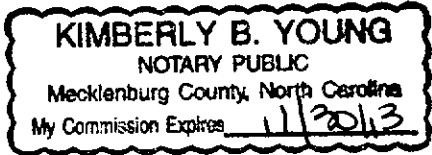
[Signature]

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 26 day of September, 2013 by James E. Merrifield, as Manager of Merrifield Partners, LLC, manager of RMB EDGEWATER, LLC, a North Carolina limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public for North Carolina
My commission expires: 11/30/13



[NOTARIAL SEAL]

[Legal Description on Exhibit A attached hereto]

EXHIBIT A

Legal Description of Real Property

FEE PARCEL ONE (a/k/a TRACT 1A):

ALL that certain piece, parcel, lot or tract of land, situated, lying and being in Indian Land Township in the County of Lancaster, State of South Carolina, containing 20.864 acres, more or less, and being more particularly shown, described and designated as "TRACT 1A" on that certain plat entitled "REVISION PLAT OF EDGEWATER CORPORATE CENTER SUBDIVISION TRACT 1 AND TRACT 3 OWNER: EDGEWATER PARK PARTNERS, LLC LOCATED IN: INDIAN LAND TOWNSHIP LANCASTER COUNTY SOUTH CAROLINA," prepared by C. Gary Brooks, SCPLS #14524-A, of Foresite Engineering & Surveying, dated February 14, 2012, and recorded on February 15, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Plat Book 2012, at Page 55. Said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

ALSO

FEE PARCEL TWO (a/k/a TRACT 1B):

ALL that certain piece, parcel, lot or tract of land, situated, lying and being in Indian Land Township in the County of Lancaster, State of South Carolina, containing 13.670 acres, more or less, and being more particularly shown, described and designated as "TRACT 1B" on that certain plat entitled "REVISION PLAT OF EDGEWATER CORPORATE CENTER SUBDIVISION TRACT 1 AND TRACT 3 OWNER: EDGEWATER PARK PARTNERS, LLC LOCATED IN: INDIAN LAND TOWNSHIP LANCASTER COUNTY SOUTH CAROLINA," prepared by C. Gary Brooks, SCPLS #14524-A, of Foresite Engineering & Surveying, dated February 14, 2012, and recorded on February 15, 2012, in the Office of the Register of Deeds for Lancaster County, South Carolina, in Plat Book 2012, at Page 55. Said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.