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Lincoln County, North Carolina
Danny R. Hester, Register of Deeds

PREPARED BY AND MAIL TO:
Parker Poe Adams & Bernstein LLP (JWD)
620 S. Tryon St., Ste. 800
Charlotte, North Carolina 28202

ASSIGNMENT OF DEVELOPER RIGHTS

THIS ASSIGNMENT OF DEVELOPER RIGHTS (this "**Assignment**") is entered into as of August 20, 2026 (the "**Effective Date**"), by **LINK LANDING - DENVER, LLC**, a North Carolina limited liability company ("**Assignor**"), and **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY**, a public body corporate and politic ("**Assignee**").

A. Reference is hereby made to that certain Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2309, Page 851 of the Office of the Register of Deeds for Lincoln County, North Carolina (the "**Registry**"), and as subsequently amended by (i) that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2581, Page 671 of the Registry; (ii) that certain Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2984, Page 912 of the Registry; (iii) that certain Third Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 3026, Page 587 of the Registry; (iv) that certain Fourth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 3143, Page 584 of the Registry; and (v) that certain Fifth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 3210, Page 594 of the Registry (as amended to date, the "**Declaration**").

B. Assignor is the Developer (as defined in the Declaration) under the Declaration.

C. Simultaneously with the execution of this Assignment, Assignor is conveying to Assignee the property described on **Exhibit A** to this Assignment (the "**Property**"), which Property is subject to the Declaration.

D. In accordance with Article IX of the Declaration, Assignor also desires to assign to Assignee all of Assignor's status and rights as Developer under the Declaration (collectively, the "**Developer Rights**").

NOW, THEREFORE, in consideration of the purchase and sale of the Property, Assignor and Assignee agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns to Assignee the Developer Rights. Subject to the terms of this Assignment, Assignee hereby accepts such assignment of the Developer Rights and assumes the Developer Rights and all of the obligations of the Developer under the Declaration,

Submitted electronically by "Chicago Title Company, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Lincoln County Register of Deeds.

provided that Assignor shall remain liable for, and Assignee shall not assume liability for, any breach of or default under the Declaration by the Developer that arises on or prior to the Effective Date.

2. **Indemnity by Assignor**. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all damages, fines, penalties, liabilities and expenses, including, without limitation, reasonable attorneys' fees, incidental to, arising under or relating to the Developer Rights originating or accruing on or prior to the Effective Date.

3. **Indemnity by Assignee**. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all damages, fines, penalties, liabilities and expenses, including, without limitation, reasonable attorneys' fees, incidental to, arising under or relating to the Developer Rights originating or accruing after the Effective Date, other than matters for which Assignor has agreed to indemnify Assignee pursuant to Section 2 above.

4. **Further Assurances**. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, subsequent to date hereof, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Assignment.

5. **Binding Effect**. This Assignment is binding on and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Applicable Law**. This Assignment is governed by North Carolina law.

[signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment effective as of the Effective Date.

Assignor:

LINK LANDING - DENVER, LLC, a North Carolina limited liability company

By: Aston Properties, Inc., its manager

By: _____
Name: Randolph W. Green
Its: Senior Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Karen Levanson, a Notary Public for Mecklenburg County, State of North Carolina, do hereby certify that Randolph W. Green ("**Signatory**"), personally appeared before me this day and acknowledged that he/she is the SVP of Aston Properties, Inc., the Manager of LINK LANDING - DENVER, LLC, a North Carolina limited liability company, and that he/she, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of Aston Properties, Inc., as Manager of LINK LANDING - DENVER, LLC.

I certify that the Signatory personally appeared before me this day, and
(check one of the following and mark through all blank lines or spaces)
✓ (I have personal knowledge of the identity of the Signatory); or
_____(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following and mark through all blank lines or spaces)
___ a driver's license *or*
___ in the form of _____); or
_____(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 17th day of August, 2026.

_____
Notary Public
Print Name: Karen Levanson
*[**Note:** Notary Public must sign exactly as on notary seal]*

My Commission Expires: April 21 2028
☜ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

Karen Levanson
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires April 21, 2028

Docusign Envelope ID: F89684D6-56B8-890E-81C3-AF22237FE855

Assignee:

THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY, a public body corporate and politic

By: _____
Name: Steven R. Smoot
Its: President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Vinita Lisa Little, a Notary Public for Mecklenburg County, State of North Carolina, do hereby certify that Steven R. Smoot ("**Signatory**"), personally appeared before me this day and acknowledged that he is President of THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY, a public body corporate and politic, and that he, as President, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY.

I certify that the Signatory personally appeared before me this day, and
(check one of the following and mark through all blank lines or spaces)
✓ (I have personal knowledge of the identity of the Signatory); or
_____(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following and mark through all blank lines or spaces)
___ a driver's license *or*
___ in the form of _____); or
_____(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 18th day of August 2026.

Vinita Lisa Little
Notary Public
Print Name: Vinita Lisa Little
*[**Note:** Notary Public must sign exactly as on notary seal]*

My Commission Expires: October 21, 2029

[NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

VINITA LISA LITTLE NOTARY PUBLIC MECKLENBURG COUNTY, NC My Comm. Exp. 21 Oct. 2029

EXHIBIT A
to
Assignment of Developer Rights

All of Parcel #5 containing approximately 3.944 acres and all of Parcel #6 containing approximately 3.832 acres as shown on plat recorded in Plat Book 20, Page 7, Lincoln County Register of Deeds.