

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2021 Oct 22 08:45 AM
Book: 9503 Page: 584
NC Rev Stamp: \$ 0.00 Fee: \$ 26.00
Instrument Number: 2021053970
ASGM

Prepared by Assignor
After Recording Return To:
David J. Duncan, Counsel
Scannell Properties
8801 River Crossing Boulevard, Suite 300
Indianapolis, IN 46240

Cross Reference:

Book 8700, Page 477 (Instrument No. 2019023955);
Book 8755, Page 576 (Instrument No. 2019034204);
Book 8861, Page 827 (Instrument No. 2020004105);
Book 9033, Page 948 (Instrument No. 2020032746); and
Book 9503, Page 401 (Instrument No. *)
2021053940

**ASSIGNMENT OF DEVELOPER'S
RIGHTS UNDER DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR REGIONAL COMMERCE CENTER**

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER (this "**Assignment**") is made effective this 12 day of October, 2021 (the "**Effective Date**") by and between Scannell Properties #320, LLC, an Indiana limited liability company ("**Assignor**"); and Scannell Properties #462, LLC, an Indiana limited liability company ("**Assignee**").

WITNESSETH:

WHEREAS, reference is made to 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) in the Register of Deeds for Durham County, North Carolina (the "**Land Records**"), as amended by (i) First Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated September 12, 2019, and recorded September 20, 2019 in the Land Records, at Book 8755, Page 576 (Instrument No. 2019034204), (ii) Second Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated January 31, 2020, and

recorded January 31, 2020 in the Land Records, at Book 8861, Page 827 (Instrument No. 2020004105), (iii) Third Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated August 12, 2020, and recorded August 12, 2020 in the Land Records, at Book 9033, Page 948 (Instrument No. 2020032746), and (iii) Fourth Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated October 11, 2021, and recorded October 13, 2021 in the Land Records, at Book 9503, Page 401 (Instrument No. 2021053940) (collectively hereinafter referred to as the “**Declaration**”), concerning the real property located in the City of Durham, County of Durham, State of North Carolina, and commonly known as Regional Commerce Center (the “**Park**”).

WHEREAS, Assignor is the named “Developer” in the Declaration; and

WHEREAS, Assignee is the owner of certain real estate, which is more particularly described on Exhibit A attached hereto, and which real estate is part of the Park; and

WHEREAS, Assignor desires to assign all of its rights, powers, obligations, duties and reservations as “Developer” under the Declaration (as permitted by the terms thereof), and Assignee desires to assume the same upon the following terms and conditions:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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

2. Assignment. Assignor hereby assigns to Assignee and Assignee, by its execution hereof, hereby assumes all of the rights, powers, obligations, duties and reservations of “Developer” contained in the Declaration, which first accrue on or after the Effective Date; provided, however, in no event shall Assignee be liable for any actions or omissions of Assignor as Developer prior to the Effective Date.

3. Representations. Assignor represents and warrants to Assignee that Assignor has not received any notices or claims alleging that Assignor as Developer has not acted in accordance with the Declaration or law.

4. Books and Records. Effective as of the Effective Date, Assignor shall transfer, deliver and provide to Assignee all books and records in possession of Assignor regarding the Declaration to permit Assignor’s discharge of its responsibilities and obligations arising under the Declaration on or after the Effective Date.

5. Further Cooperation. By execution of this Assignment, following the Effective Date, Assignor and Assignee each agree and covenant to cooperate in good faith with the other to execute, deliver or otherwise complete all documents, instruments or other agreements as may be reasonably necessary to effect the purpose and intent of this Assignment, and to further effect or complete the assignments, conveyances and transfers as contemplated by this Assignment.

6. Binding. The terms and conditions of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Counterparts. This Assignment 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.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed the foregoing instrument to be effective as of the Effective Date.

ASSIGNOR:

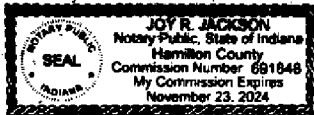
SCANNELL PROPERTIES #320, LLC,
An Indiana limited liability company

By: *Marc D. Pfling*
Name: Marc D. Pfling
Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pfling, the Manager of Scannell Properties #320, LLC, an Indiana limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 11th day of October, 2021.



Joy R. Jackson
Signature
Joy R. Jackson
Printed

My Commission Expires: 11/23/24
My County of Residence: HAMILTON

IN WITNESS WHEREOF, Assignor and Assignee have duly executed the foregoing instrument to be effective as of the Effective Date.

ASSIGNEE:

SCANNELL PROPERTIES #462, LLC,
An Indiana limited liability company

By: *Marc D. Pflieger*

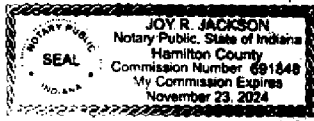
Name: Marc D. Pflieger

Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Marc D. Pflieger, the Manager of Scannell Properties #462, LLC, an Indiana limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 11th day of October, 2021.



Joy R. Jackson
Signature
Joy R. Jackson
Printed

My Commission Expires: 11/23/24
My County of Residence: Hamilton

EXHIBIT A
Legal Description of Assignee's Property

LOT 5 OF THE FINAL SUDIVISION, 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 A
Legal Description of Assignee's Property

LOTS 3, 4 AND 5 OF THE FINAL SUDIVISION, 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.