

FOR REGISTRATION  
J. David Granberry  
REGISTER OF DEEDS  
Mecklenburg County, NC  
2013 OCT 25 02:06:20 PM  
BK: 28790 PG: 64-67  
FEE: \$26.00  
INSTRUMENT # 2013167244

BAKERFR



2013167244

THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:

Nelson Mullins Riley & Scarborough LLP  
100 North Tryon Street, 42<sup>nd</sup> Floor  
Charlotte, North Carolina 28202  
Attn: James M. Tucker, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**ASSIGNMENT OF DECLARANT'S RIGHTS**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "**Assignment**") is made as of October 25, 2013 by and between NW WBC LLC, a Delaware limited liability company ("**Assignor**") and CABOT IV – NC1W01, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Whitehall Industrial, LLC, a North Carolina limited liability company ("**Original Declarant**"), as Declarant, executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Whitehall, dated as of July 19, 1995, and recorded in Book 8219 at Page 854 (the "**Declaration**") in the Office of the Mecklenburg County Register of Deeds (the "**Official Records**");

WHEREAS, Original Declarant, assigned to Assignor all of its rights as Declarant under the Declaration and all right, title, interest and privilege incidental to the rights of Declarant under the Declaration pursuant to that certain Assignment of Declarant's Rights, dated December 29, 2011 and recorded in the Official Records in Book 26996 at Page 780;

WHEREAS, Assignor desires to transfer and assign all of the Declarant's rights and obligations under the Declaration to Assignee in conjunction with the conveyance on or about the date hereof by Assignor to Assignee of certain real property that is encumbered by the Declaration (the "**Property**").

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant, stipulate, acknowledge and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a part of this Assignment as if fully set forth herein.

2. Assignment of Rights. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's rights as Declarant under the Declaration and all right, title, interest and privilege incidental to the rights of Declarant under the Declaration (the "**Assignable Rights**"). This Assignment is being made without any representation or warranty of any kind whatsoever.

3. Acceptance of Assignment and Effectiveness. Assignee hereby accepts the foregoing assignment of the Assignable Rights from Assignor. This Assignment shall be effective automatically upon the conveyance to Assignee of title to the Property without any further action on the part of either Assignor or Assignee. From and after the effectiveness of this Assignment, Assignor shall no longer have any right, power or authority to exercise any of the rights of Declarant under the Declaration.

4. Further Assurances. Assignor and Assignee hereby covenant and agree to execute or provide such additional documents as are reasonably necessary to confirm, establish and evidence the assignment, transfer and conveyance of the Assignable Rights from Assignor to Assignee and the designation of Assignee as the entity entitled to exercise the Assignable Rights under the Declaration as contemplated hereunder.

5. Governing Law. The terms and provisions of this Assignment shall be governed by and enforced in accordance with the laws of the State of North Carolina.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

**ASSIGNOR:**

NW WBC LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Michael O'Shaughnessy  
Managing Director

Kings County, State of New York

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Michael O'Shaughnessy  
*Name of principal(s)*

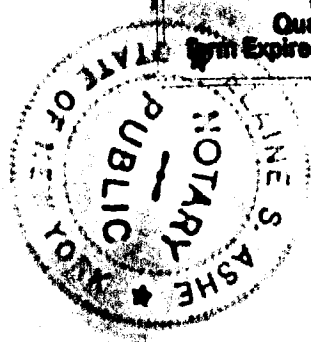
Date: October 25, 2013

Elaine S. Ashe  
Official Signature of Notary Public

Elaine S. Ashe, Notary Public  
Notary printed or typed name

My commission expires 10/14/2014  
[OFFICIAL SEAL]

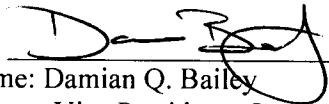
**ELAINE S. ASHE**  
Notary Public, State of New York  
No. 01AS4873807  
Qualified in Kings County  
Term Expires October 14, 2014



ASSIGNEE:

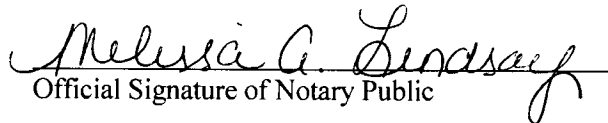
CABOT IV – NC1W01, LLC,  
a Delaware limited liability company

By: Cabot Industrial Value Fund IV Operating  
Partnership, L.P., a Delaware limited  
partnership, its sole member

By:   
Name: Damian Q. Bailey  
Title: Vice President - Investments

COMMONWEALTH OF MASSACHUSETTS  
County of Suffolk

On this 24 day of October, 2013, before me, the undersigned notary public, personally  
appeared Damian Q. Bailey, proved to me through satisfactory evidence of identification, which  
was Massachusetts License, to be the person whose name is signed on the preceding or  
attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Official Signature of Notary Public

Melissa A Lindsay, Notary Public  
Notary printed or typed name

My commission expires \_\_\_\_\_  
[OFFICIAL SEAL]

