

INSTRUMENT # 2011149421



2011149421

THIS INSTRUMENT WAS PREPARED BY: K&L Gates LLP (J. Goldberg)
RETURN TO: Joseph D. McCullough, Esq., Nexsen Pruet, PLLC, 227 W. Trade Street, Suite 1550, Charlotte, NC
28202

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is made as of the 29th day of December, 2011 (the "Effective Date"), by **WHITEHALL INDUSTRIAL, LLC**, a North Carolina limited liability company ("Assignor"), to and in favor of **NW WBC LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, 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, Page 854 in the Office of the Mecklenburg County Register of Deeds (the "Declaration"); and

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 Effective Date by Assignor to Assignee of certain real property that is encumbered by the Declaration (the "Property").

NOW, THEREFORE, for and in consideration of these premises, the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and 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 Assignor as Declarant under the Declaration (the "Assignable Rights").

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, Jurisdiction and Venue. The terms and provisions of this Assignment shall be governed by and enforced in accordance with the laws of the State of State of North Carolina.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in the manner and form sufficient to bind them as of the day and year first above written.

ASSIGNOR

WHITEHALL INDUSTRIAL, LLC, a North Carolina limited liability company

By: Whitehall Industrial Holdings, LLC, a North Carolina limited liability company, its sole Member

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

By: *Adam Ford*
Name: Adam Ford
Title: General Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Trena W. Grindstaff, a Notary Public in and for ^{Gaston} ~~said~~ County and State, do hereby certify this 28th day of December, 2011, that Adam Ford, personally known to me or proven by satisfactory evidence (said evidence being driver's license), personally appeared before me this day and acknowledged that he is General Manager of Crosland Manager, LLC, a North Carolina limited liability company, Manager of Whitehall Industrial Holdings, LLC, a North Carolina limited liability company, Manager of Whitehall Industrial, LLC, a North Carolina limited liability company, and that he voluntarily signed said instrument on behalf of said limited liability company for the purposes therein by its authority duly given.

WITNESSED by my hand and notarial stamp or seal.



Trena W. Grindstaff
Notary Public
Notary Typed Name: Trena W. Grindstaff
My Commission Expires: February 3, 2012

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ASSIGNEE:

NW WBC LLC,
a Delaware limited liability company

By: *R M Cowan*
Name: Ross M. Cowan
Title: Managing Director

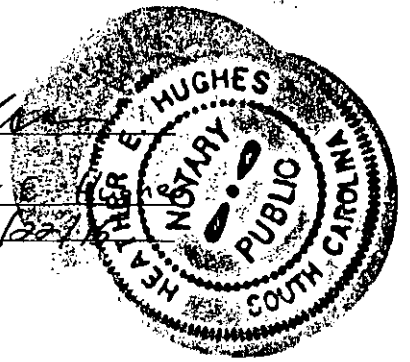
STATE OF South Carolina

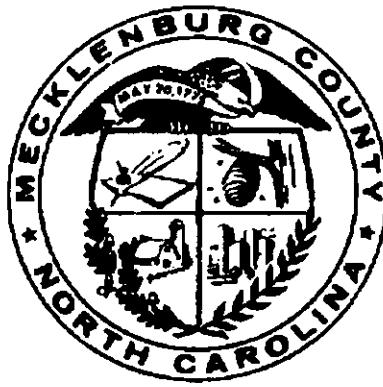
COUNTY OF Charleston

I, Heather E. Hughes, a Notary Public in and for said County and State, do hereby certify this 27th day of December, 2011, that Ross M. Cowan, Jr., personally known to me or proven by satisfactory evidence (said evidence being driver's license), personally appeared before me this day and acknowledged that s/he is managing director of NW WBC LLC, a Delaware limited liability company, and that s/he voluntarily signed said instrument on behalf of said limited liability company for the purposes therein by its authority duly given.

WITNESS my hand and notarial stamp or seal.

Heather E. Hughes
Notary Public
Notary Typed Name: Heather E. Hughes
My Commission Expires: 9/22/12





J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

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