

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2020 Aug 12 04:12 PM
Book: 9033 Page: 948
NC Rev Stamp: \$ 0.00 Fee: \$ 26.00
Instrument Number: 2020032746
DECL

Cross Reference:

Book 8700, Page 477 (Instrument No. 2019023955);
Book 8755, Page 576 (Instrument No. 2019034204);
and Book 8861, Page 827 (Instrument No. 2020004105)

**PREPARED BY (Without Title Examination)
AND WHEN RECORDED RETURN TO:**

Michael J. Ovsievsky, Esq.
Morningstar Law Group
421 Fayetteville Street, Suite 530
Raleigh, NC 27601

NCS965237A

**THIRD AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS FOR
REGIONAL COMMERCE CENTER**

THIS THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR REGIONAL COMMERCE CENTER (this "Third Amendment") is made and entered into as of the 12 day of August, 2020, by SCANNELL PROPERTIES #320, LLC, an Indiana limited liability company ("Developer"), having its address at c/o Scannell Properties, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240, SCANNELL PROPERTIES #350, LLC, an Indiana limited liability company ("SP #350"), having its address at c/o Scannell Properties, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240, SCANNELL PROPERTIES #383, LLC, an Indiana limited liability company ("SP #383"), having its address at c/o Scannell Properties, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240, and SCANNELL PROPERTIES #432, LLC, an Indiana limited liability company ("SP #432"), having its address at c/o Scannell Properties, 8801 River Crossing Blvd., Suite 300, Indianapolis, Indiana 46240.

RECITALS:

WHEREAS, Developer, SP #350 and SP #383 entered into the 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), as amended by that certain First Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated September 12, 2019, and recorded September 20, 2019, at Book 8755, Page 576 (Instrument No. 2019034204), and as further amended by that certain Second Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated January 31, 2020, and recorded January 31, 2020, at Book 8861, Page 827 (Instrument No. 2020004105) (collectively, the "Declaration"), in the Register of Deeds for Durham County, North Carolina (the "Land Records"), concerning the real property located in

submitted electronically by "First American Title Insurance Company - NCS Chicago"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Durham County Register of Deeds.

the City of Durham, County of Durham, State of North Carolina, and commonly known as Regional Commerce Center.

WHEREAS, Developer caused the recording of a certain plat dated May 22, 2019, entitled “Final Subdivision Plat of Regional Commerce Center” and prepared by Bass, Nixon & Kennedy, Inc. (the “Original Plat”), recorded on May 31, 2019, in Plat Book No. 201, Pages 9-13 in the Land Records.

WHEREAS, the Original Plat was amended by: (i) a certain recombination plat dated January 27, 2019, entitled “Exempt Recombination Plat of Regional Commerce Center” and prepared by Bass, Nixon & Kennedy, Inc. (the “First Recombination Plat”), recorded on May 31, 2019, in Plat Book No. 202, Page 306 in the Land Records; and (ii) a certain recombination plat dated April 6, 2020, entitled “Exempt Recombination and Easement Plat of Regional Commerce Center” and prepared by Bass, Nixon & Kennedy, Inc. (the “Second Recombination Plat”), recorded on August 10, 2020, in Plat Book 203, Pages 206 and 207 in the Land Records (the Original Plat, the First Recombination Plat and the Second Recombination Plat are referred to collectively as the “Plat”).

WHEREAS, Developer is the fee simple owner of certain real property located in the Park, which is more particularly described on Exhibit A (Revised) attached hereto (the “Developer Property”).

WHEREAS, SP #350 is the fee simple owner of certain real property also located in the Park, which is more particularly described on Exhibit B-1 (Revised) attached hereto (the “SP #350 Property”), having acquired the SP #350 Property by that certain North Carolina Special Warranty Deed, dated June 6, 2019, and recorded June 12, 2019, at Book 8677, Page 628 (Instrument No. 2019019690) in the Land Records.

WHEREAS, SP #383 is the fee simple owner of certain real property also located in the Park, which is more particularly described on Exhibit B-2 (Revised) attached hereto (the “SP #383 Property”), having acquired the SP #383 Property by that certain North Carolina Special Warranty Deed, dated June 6, 2019, and recorded June 12, 2019, at Book 8677, Page 633 (Instrument No. 2019019692) in the Land Records, and re-recorded June 13, 2019, at Book 8678, Page 830 (Instrument No. 2019019909) in the Land Records and subject to that certain Correction Deed, dated July 18, 2019, and recorded July 22, 2019, at Book 8707, Page 117 (Instrument No. 2019025198) in the Land Records.

WHEREAS, SP #432 is the fee simple owner of certain real property also located in the Park, which is more particularly described on Exhibit B-3 attached hereto (the “SP #432 Property”), having acquired the SP #432 Property by that certain North Carolina General Warranty Deed, dated April 10, 2020, and recorded May 5, 2020, at Book 8934, Page 530 (Instrument No. 2020015969) in the Land Records.

WHEREAS, Section 9.9(E) of the Declaration provides that the Declaration may be amended by the approval of the Approving Parties (as defined in the Declaration) and shall be effective only when recorded in the official records of the Land Records.

WHEREAS, Developer, SP #350, SP #383 and SP #432 collectively own all of the Tracts in the Park and, accordingly and pursuant to the terms of the Declaration, Developer, SP #350, SP #383 and SP #432, collectively, are Approving Parties under the Declaration.

WHEREAS, Developer, SP #350, SP #383 and SP #432 now desire to amend the Declaration upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above Recitals and the covenants contained in this Third Amendment, Developer, SP #350, SP #383 and SP #432 hereby declare that the Declaration is hereby amended by this Third Amendment and that the Park shall be owned, held, used, transferred, sold,

conveyed, demised and occupied subject to the terms and conditions set forth in the Declaration, which shall run with the Park for the term hereof and shall be binding upon the Park and all successors, assigns, tenants, occupants, subtenants, licensees, concessionaires, invitees or other parties permitted within the Park:

1. **Defined Terms; Recitals.**

(a) Except as otherwise specifically defined herein, all capitalized terms shall have the meanings assigned to such terms in the Declaration.

(b) The Recitals are hereby incorporated herein by this reference.

2. **Amendment of Certain Exhibits.**

(a) **Exhibit A (Legal Description of Developer Property).** Exhibit A attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit A (Revised) attached to this Third Amendment and incorporated herein by this reference. All references to Exhibit A in the Declaration are hereby deleted in their entirety and replaced with references to Exhibit A (Revised).

(b) **Exhibit B-1 (Legal Description of SP #350 Property).** Exhibit B-1 attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit B-1 (Revised) attached to this Third Amendment and incorporated herein by this reference. All references to Exhibit B-1 in the Declaration are hereby deleted in their entirety and replaced with references to Exhibit B-1 (Revised).

(c) **Exhibit B-2 (Legal Description of SP #383 Property).** Exhibit B-2 attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit B-2 (Revised) attached to this Third Amendment and incorporated herein by this reference. All references to Exhibit B-2 in the Declaration are hereby deleted in their entirety and replaced with references to Exhibit B-2 (Revised).

(d) **Exhibit C (Depiction of Regional Commerce Center).** Exhibit C attached to the Declaration is hereby deleted in its entirety and shall hereinafter be replaced with a reference to the recorded Plat, as amended from time to time. All references to "Exhibit C" in the Declaration are hereby deleted in their entirety and replaced with references to "the Plat".

3. **Amendment of Certain Definitions.**

(a) **Developer Property.** The definition of "Developer Property" in the first Recital of the Declaration is hereby deleted in its entirety and replaced with the definition set forth in the fourth Recital of this Third Amendment.

(b) **SP #350 Property.** The definition of "SP #350 Property" in the second Recital of the Declaration is hereby deleted in its entirety and replaced with the definition set forth in the fifth Recital of this Third Amendment.

(c) **SP #383 Property.** The definition of "SP #383 Property" in the third Recital of the Declaration is hereby deleted in its entirety and replaced with the definition set forth in the sixth Recital of this Third Amendment.

(d) **Property.** The fifth Recital of the Declaration is hereby deleted in its entirety and replaced with the following:

WHEREAS, the Developer Property, the SP #350 Property, the SP #383 Property and the SP #432 Property shall hereinafter be collectively referred to as the "Property";

(e) **Plat.** The definition of "Plat" in the first Recital of the Declaration is hereby amended and restated in its entirety to read as follows:

That certain plat dated May 22, 2019, entitled "Final Subdivision Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "Original Plat"), recorded on May 31, 2019, in Plat Book 201, Pages 9-13 in the Land Records, as amended by: (i) a certain recombination plat dated January 27, 2020, entitled "Exempt Recombination Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "First Recombination Plat"), recorded on February 6, 2020, in Plat Book 202, Page 306 in the Land Records; and (ii) a certain recombination plat dated April 6, 2020, entitled "Exempt Recombination and Easement Plat of Regional Commerce Center" and prepared by Bass, Nixon & Kennedy, Inc. (the "Second Recombination Plat"), recorded on August 10, 2020, in Plat Book 203, Pages 206 and 207 in the Land Records (the Original Plat, the First Recombination Plat and the Second Recombination Plat are referred to collectively as the "Plat")

(f) **Park.** The definition of "Park" in Section 1.35 of the Declaration is hereby deleted in its entirety and replaced with the following:

1.35 **Park.** "Park" shall mean and refer to that certain real property described on Exhibit A (Revised), Exhibit B-1 (Revised), Exhibit B-2 (Revised) and Exhibit B-3 and as depicted by the recorded Plat, as amended from time to time, together with all Improvements located thereon, subject to the right of Developer to otherwise change, expand, reconfigure, or otherwise alter any Common Area within the Park, subject only to the limitations set forth in this Declaration. The cemetery depicted on the Plat is not a part of the Park.

4. **Membership and Voting Rights.** Section 5.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.4 **Membership and Voting Rights.** Developer and every Party, for so long as it owns a Tract, will be a Member of the Association; and any Person owning more than one Tract will have a Membership in the Association with respect to each Tract owned. The Association will have two (2) classes of Membership: Class "A" and Class "B", as set forth in the Bylaws of the Association. The rights and privileges of a Membership may be exercised by the Party. The voting rights for the Class "A" Members and the Class "B" Members are set forth in, and are expressly subject to, the terms of the Bylaws of the Association. In the event that a Tract is owned by more than one Person, voting and use rights applicable to the Tract will be as provided in the Bylaws of the Association.

5. **Board of Directors.** Section 5.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.5 **Board of Directors.** The Association Board shall consist of not less than three (3) Directors and no more than ten (10) Directors unless otherwise provided in the Bylaws of the Association. Notwithstanding the voting rights set forth in Section 5.4 or in the Bylaws of the Association, during the period of Developer's Class "B" membership, Developer shall be entitled to appoint all of the members of the Association Board (and such members may be affiliates or employees of Developer). Any vacancy in the Association Board

created by the death, resignation or removal of a director shall be filled by a person appointed by Developer if such vacancy occurs during the period of Developer's Class "B" membership or by the remaining directors if the vacancy occurs after the period of Developer's Class "B" membership.

6. **General Provisions.**

(a) **Binding Effect.** The obligations, burdens and benefits created by this Third Amendment shall bind and inure to the benefit of all parties having any right, title or interest in the Park, or any portion thereof, and their respective successors, assigns and transferees. This Third Amendment and its terms and conditions shall become a part of the chain of title and shall run with the land until terminated, as more particularly set forth in the Declaration and this Third Amendment.

(b) **Headings and Captions.** The headings and captions of the paragraphs of this Third Amendment are for convenience of reference only and shall not affect the meaning or interpretation of this Third Amendment or any provision thereof.

(c) **Gender and Number.** As used in this Third Amendment, the neuter shall include the feminine and masculine, the singular shall include the plural, and the plural shall include the singular, except where expressly provided to the contrary.

(d) **Severability.** In the event that a paragraph, section, sentence, clause or phrase contained in this Third Amendment becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Third Amendment shall not be affected thereby.

(e) **Full Force and Effect.** Except as expressly amended hereby, the Declaration remains unaltered and in full force and effect.

(f) **Governing Law.** This Third Amendment and all questions concerning the performance of this Amendment will be interpreted, construed and enforced in all respects in accordance with applicable laws of the State of North Carolina, without reference to rules relating to choice of law.

(g) **Counterparts.** This Third Amendment and any amendment to this Third Amendment 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.

(h) **Covenants Run with the Land.** Each and every declaration, covenant, condition, easement, right, privilege and restriction made, declared, granted or assumed in this Third Amendment shall be an equitable servitude on the Park, and shall run with the land and shall be binding upon and inure to the benefit of the Parties (as defined in the Declaration) and their respective successors, assigns and grantees who acquire fee simple title to all or any portion of the Park, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure or otherwise, but not including the holder of any lien or encumbrance on such real property.

(i) **No Rights Conferred.** Except as expressly stated to the contrary herein, this Third Amendment shall confer no rights on any parties other than the Parties and the Permittees (as defined in the Declaration).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer, SP #350, SP #383 and SP #432 have caused this Third Amendment to be executed effective as of the day and year first above written.

“Developer”

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

By: 
Marc D. Pflieger, Manager

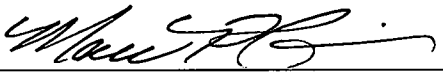
“SP #350”

SCANNELL PROPERTIES #350, LLC,
an Indiana limited liability company

By: 
Marc D. Pflieger, Manager

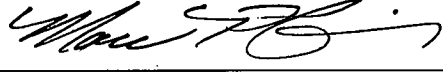
“SP #383”

SCANNELL PROPERTIES #383, LLC,
an Indiana limited liability company

By: 
Marc D. Pflieger, Manager

“SP #432”

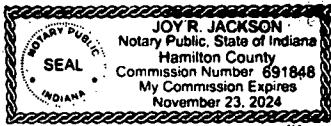
SCANNELL PROPERTIES #432, LLC,
an Indiana limited liability company

By: 
Marc D. Pflieger, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named SCANNELL PROPERTIES #320, LLC, an Indiana limited liability company, by Marc D. Pfleging, in his capacity as the Manager, and who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana, this 4th day of August, 2020.

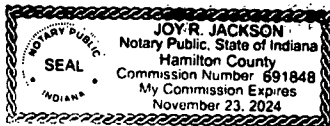


Joy R. Jackson
NOTARY PUBLIC
My Commission Expires: 11/23/24
My Commission Number: 691848

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named SCANNELL PROPERTIES #350, LLC, an Indiana limited liability company, by Marc D. Pfleging, in his capacity as the Manager, and who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana, this 4th day of August, 2020.

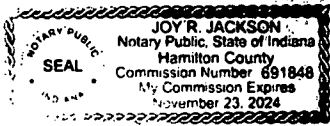


Joy R. Jackson
NOTARY PUBLIC
My Commission Expires: 11/23/24
My Commission Number: 691848

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named SCANNELL PROPERTIES #383, LLC, an Indiana limited liability company, by Marc D. Pfleging, in his capacity as the Manager, and who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana, this 4th day of August, 2020.

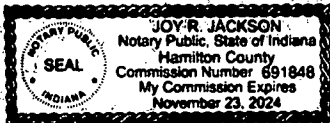


Joy R. Jackson
NOTARY PUBLIC
My Commission Expires: 11/23/24
My Commission Number: 691848

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named SCANNELL PROPERTIES #432, LLC, an Indiana limited liability company, by Marc D. Pfleging, in his capacity as the Manager, and who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company and that the same is the free act and deed of said limited liability company and his free act and deed individually and as such manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Indianapolis, Indiana, this 4th day of August, 2020.



Joy R. Jackson
NOTARY PUBLIC
My Commission Expires: 11/23/24
My Commission Number: 691848

LENDER'S CONSENT AND SUBORDINATION
(“Subordination”)

The undersigned, **DELAWARE LIFE INSURANCE COMPANY**, a Delaware insurance company (“**Lender**”), holder of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Mortgage**”), executed by **SCANNELL PROPERTIES #350, LLC**, an Indiana limited liability company (“**Grantor**”), for the benefit of Lender and recorded July 12, 2019, in Book 8700, Page 557, as Instrument Number 2019023962 in the records of the Register of Deeds of Durham County, North Carolina, hereby (i) consents to that certain First Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated September 12, 2019 (the “**Easement**”), affecting the collateral premises located in Durham, Durham County, North Carolina, by and among Grantor, Scannell Properties #320, LLC and Scannell Properties #383, LLC, to which this Subordination is attached, and (ii) subordinates the lien of said Mortgage to the Easement and agrees that the foreclosure of the Mortgage shall not terminate, impair or extinguish said Easement.

The relationship between Lender and Grantor is that of a lender and a borrower only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Mortgage or in the other loan documents executed in connection therewith (collectively, the “**Loan Documents**”).

Notwithstanding anything to the contrary herein, Lender does not subordinate the lien of the Mortgage or other Loan Documents to any claims, damages or other liabilities that arise against Grantor pursuant to the terms of the Easement.

[SIGNATURE AND ACKNOWLEDGMENT ON NEXT PAGE]

LENDER'S CONSENT AND SUBORDINATION
(“Subordination”)

The undersigned, **DELAWARE LIFE INSURANCE COMPANY**, a Delaware insurance company (“**Lender**”), holder of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Mortgage**”), executed by **SCANNELL PROPERTIES #383, LLC**, an Indiana limited liability company (“**Grantor**”), for the benefit of Lender and recorded August 19, 2019, in Book 8730, Page 304, as Instrument Number 2019029460 in the records of the Office of the Register of Deeds, Durham County, North Carolina, hereby (i) consents to that certain First Amendment to Declaration of Easements, Covenants and Restrictions for Regional Commerce Center, dated September 12, 2019 (the “**Easement**”), affecting the collateral premises located in Durham, Durham County, North Carolina, by and among Grantor, Scannell Properties #320, LLC and Scannell Properties #350, LLC, to which this Subordination is attached, and (ii) subordinates the lien of said Mortgage to the Easement and agrees that the foreclosure of the Mortgage shall not terminate, impair or extinguish said Easement.

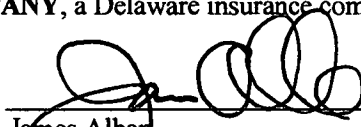
The relationship between Lender and Grantor is that of a lender and a borrower only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Mortgage or in the other loan documents executed in connection therewith (collectively, the “**Loan Documents**”).

Notwithstanding anything to the contrary herein, Lender does not subordinate the lien of the Mortgage or other Loan Documents to any claims, damages or other liabilities that arise against Grantor pursuant to the terms of the Easement.

[SIGNATURE AND ACKNOWLEDGMENT ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Lender's Consent and Subordination this 6th day of August 2020.

DELAWARE LIFE INSURANCE COMPANY, a Delaware insurance company

By: 
Name: James Alban
Title: Authorized Signatory

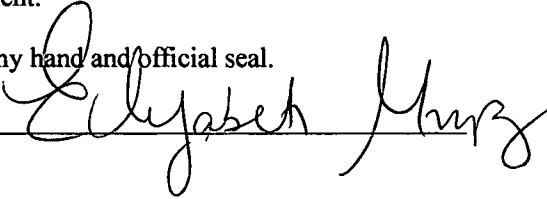
ACKNOWLEDGMENT

STATE OF North Carolina,
COUNTY OF Mecklenburg, SS.

On the 6th day of August, 2020, before me, personally appeared James Alban, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity as Authorized Signatory of Delaware Life Insurance Company, a Delaware insurance company, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(Seal)

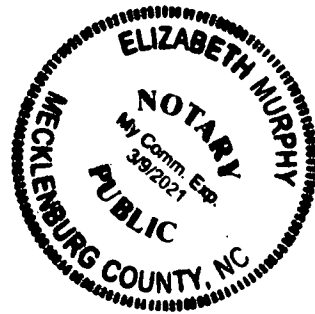


EXHIBIT A (REVISED)

Legal Description of Developer Property

LOT 3 OF THE FINAL SUBDIVISION PLAT OF REGIONAL COMMERCE CENTER, AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 201, PAGES 9 THROUGH 13, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

LOT 4 OF REGIONAL COMMERCE CENTER, AS SHOWN ON THAT EXEMPT RECOMBINATION AND EASEMENT PLAT OF REGIONAL COMMERCE CENTER, RECORDED IN PLAT BOOK 203, PAGES 206 AND 207, DURHAM COUNTY REGISTRY, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

EXHIBIT B-1 (REVISED)

Legal Description of SP #350 Property

LOT 1 OF REGIONAL COMMERCE CENTER, AS SHOWN ON THAT EXEMPT RECOMBINATION PLAT OF REGIONAL COMMERCE CENTER RECORDED IN PLAT BOOK 202, PAGE 306, DURHAM COUNTY REGISTRY, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

EXHIBIT B-2 (REVISED)

Legal Description of SP #383 Property

LOT A OF REGIONAL COMMERCE CENTER, AS SHOWN ON THAT EXEMPT RECOMBINATION AND EASEMENT PLAT OF REGIONAL COMMERCE CENTER, RECORDED IN PLAT BOOK 203, PAGES 206 AND 207, DURHAM COUNTY REGISTRY, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.

EXHIBIT B-3

Legal Description of SP #432 Property

LOT 2 OF REGIONAL COMMERCE CENTER, AS SHOWN ON THAT EXEMPT RECOMBINATION PLAT OF REGIONAL COMMERCE CENTER, RECORDED IN PLAT BOOK 202, PAGE 306, AS PREPARED BY DAN GREGORY, P.L.S. OF BASS, NIXON & KENNEDY, INC.