

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2016 Sep 23 11:48 AM NC Rev Stamp: \$ 0.00
Book: 8027 Page: 170 Fee: \$ 26.00
Instrument Number: 2016032922
ASGM

Prepared by and after
recording return to:

McGuireWoods LLP
201 North Tryon Street, Suite 3000
Charlotte, North Carolina 28202 (M Rogers)
(without title exam, as counsel to Assignor only)

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment") is made and entered as of the 23rd day of September, 2016, by and between SP DURHAM LLC, a North Carolina limited liability company ("Assignor") and MICHAEL H. ALEXANDER AND DIANNA M. WAGGONER, AS TRUSTEES OF THE ALEXANDER/WAGGONER TRUST DATED 8/27/02, a California intervivos trust ("Assignee").

WITNESSETH:

WHEREAS, Assignor, as landlord, and Bridgestone Retail Operations, LLC, a Delaware limited liability company, as tenant, are parties to that certain Lease Agreement, dated as of December 16, 2010, a memo of which is recorded in Book 6637, Page 466 of the Office of the Register of Deeds of Durham County, North Carolina (the "Registry"), as assigned by that certain Memorandum of Assignment of Lease which is recorded in Book 6821, Page 801 (such lease and memos being collectively referred to herein as the "Lease"), for certain land more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, together with certain improvements thereon and appurtenances thereto located at Firestone Complete Auto Care located at 5115 NC Highway 55, Durham, Durham County, State of North Carolina, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

Submitted electronically by "The Denny Law Firm, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Durham County Register of Deeds.

WHEREAS, the parties hereto desire to effectuate an assignment of the Lease from Assignor and an assumption of the Lease by Assignee.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1) Assignment. Assignor has granted, bargained, sold, conveyed, transferred, assigned and set over, and by these presents does hereby grant, bargain, sell, convey, transfer, assign and set over unto Assignee, all of the right, title and interest of the tenant in and to the Lease. Assignor represents that the Lease has not been amended, modified, assigned or terminated except as indicated in the recitals hereto. Assignor covenants with Assignee, that Assignor will warrant and defend the title to the leasehold interest against the lawful claims of all persons claiming by, under or through Assignor, except for the exceptions hereinafter stated:

See Exhibit "B" attached hereto and made a part hereof for all purposes

2) Assumption. Assignee hereby accepts the foregoing grant, bargain, sale, conveyance, transfer, assignment and setting over of all of Assignor's right, title and interest in and to the Lease. Assignee assumes all obligations of Assignor under the Lease to be performed on or after the date of this Assignment. Assignee agrees to faithfully perform all obligations, covenants and liabilities of Assignor under the Lease arising after the date of this Assignment.

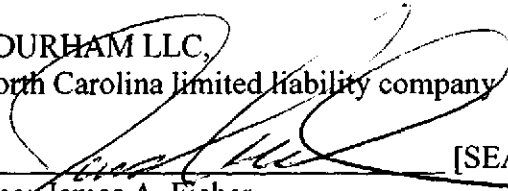
3) Indemnification. Assignor agrees to indemnify Assignee for all losses, costs and expenses, including, without limitation, reasonable attorney's fees, incurred by Assignee for obligations under the Lease, or other acts or omissions of Assignor relating to the leasehold interest, related to the period prior to the date of this Assignment. Assignee agrees to indemnify Assignor for all losses, costs and expenses, including, without limitation, reasonable attorney's fees, incurred by Assignor for obligations under the Lease, or other acts or omissions of Assignee relating to the leasehold interest, related to the period on or after the date of this Assignment.

4) Multiple Counterparts. The parties hereto may sign separate counterparts of this Assignment or multiple counterparts of this Assignment each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Assignment under seal as of the day and year first above written.

ASSIGNOR:

SP DURHAM LLC,
a North Carolina limited liability company

By:  [SEAL]
Name: James A. Fieber
Title: Manager

ASSIGNEE:

THE ALEXANDER/WAGGONER TRUST
DATED 8/27/02

By: _____ (SEAL)
Name: Michael H. Alexander
Title: Trustee

By: _____ (SEAL)
Name: Dianna M. Waggoner
Title: Trustee

Fairfield County, State of CONNECTICUT

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: James A. Fieber (insert name, not title)

Date: September 19, 2016

Barbara R. Wilcox
Print Name: Barbara R. Wilcox
Notary Public

My Commission expires: 8/31/2019



_____ County, State of _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Michael H. Alexander (insert name, not title)

Date: _____

Print Name: _____
Notary Public

My Commission expires: _____

(Official Seal)

_____ County, State of _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Dianna M. Waggoner (insert name, not title)

Date: _____

Print Name: _____
Notary Public

My Commission expires: _____

(Official Seal)

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Assignment under seal as of the day and year first above written.

ASSIGNOR:

SP DURHAM LLC,
a North Carolina limited liability company

By: _____ [SEAL]

Name: James A. Fieber

Title: Manager

ASSIGNEE:

THE ALEXANDER/WAGGONER TRUST
DATED 8/27/02

By: Michael Alexander (SEAL)

Name: Michael H. Alexander

Title: Trustee

By: Dianna Waggoner (SEAL)

Name: Dianna M. Waggoner

Title: Trustee

_____ County, State of _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: James A. Fieber (insert name, not title)

Date: September __, 2016

Print Name: _____
Notary Public

(Official Seal)

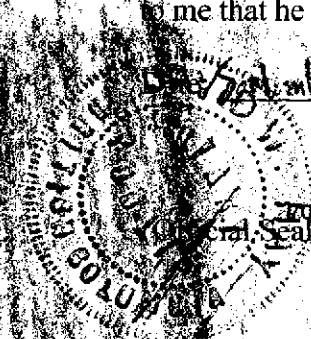
My Commission expires: _____

AWH In the City of Vancouver ^{Province of} ~~County, State of~~ British Columbia *AWH*

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Michael H. Alexander (insert name, not title)

Date: September 20, 2016

[Signature]
Print Name: David W. Hay Q.C.
Notary Public



DAVID W. HAY
BARRISTER & SOLICITOR
700-401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3664

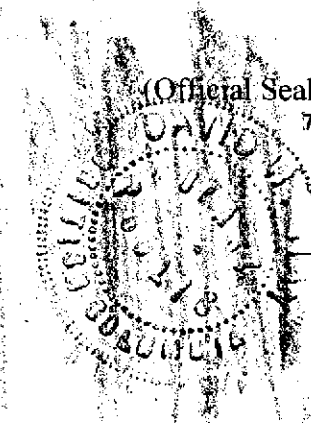
My Commission expires: Lifetime Commission
(Indefinite Term)

AWH In the City of Vancouver ^{Province of} ~~County, State of~~ British Columbia *AWH*

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Diana M. Waggoner (insert name, not title)

Date: September 20, 2016

[Signature]
Print Name: David W. Hay Q.C.
Notary Public



DAVID W. HAY
BARRISTER & SOLICITOR
700-401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3664

My Commission expires: Lifetime Commission
(Indefinite Term)

EXHIBIT A
[attach legal description]

Exhibit A

Lying and being situate in Durham County, North Carolina, and being more particularly described as follows:

FEE TRACT:

BEING ALL of Outparcel C, consisting of 1.12 acres, more or less, as shown on that plat entitled "Final Plat Subdivision Plat for: K.C. Commons, LLC," dated March 16, 2010, by S.D. Puckett & Associates, Professional Land Surveyors, and recorded in Plat Book 186 at Page 161, in the Office of the Register of Deeds of Durham County, North Carolina and being more particularly described by metes and bounds as follows:

BEGINNING at an existing iron pipe on the eastern right of way of NC Hwy 55, thence leaving said right of way N 89-04-03 E 202.32 feet to an existing iron pipe, thence following a curve to the right having a length of 65.04 feet, radius of 500.63 feet, delta angle of 07-26-39, chord distance of 65.00 feet, and a chord bearing of S 87-12-38 E to an existing iron pipe, thence S 83-21-29 E 6.69 feet to an existing iron pipe, thence S 08-11-13 W 159.96 feet to an existing iron pipe, thence S 85-10-02 E 19.87 feet to an existing iron pipe, then S 08-16-06 W 24.79 feet to an existing iron pipe, thence S 89-04-03 W 256.46 feet to an existing iron pipe on the eastern right of way of NC Hwy 55, thence with said right of way following a curve to the right having a length of 189.67 feet, radius of 5698.58 feet, delta angle of 01-54-25, chord distance of 189.66 feet, and a chord bearing of N 03-17-34 W to the point and place of Beginning, containing 48,907 square feet or 1.12 acres.

EASEMENT TRACT 1:

TOGETHER WITH the non-exclusive easement rights set forth in that certain North Carolina Deed of Easement recorded in Book 1762 at Page 575, in the Office of the Register of Deeds of Durham County, North Carolina.

EASEMENT TRACT 2:

TOGETHER WITH the non-exclusive easement rights set forth in that certain Storm Water Drainage & Retention and Ingress, Egress & Regress Easement recorded in Book 6297 at Page 800, in the Office of the Register of Deeds of Durham County, North Carolina.

EASEMENT TRACT 3:

TOGETHER WITH the non-exclusive easement rights set forth in that certain Storm Water Drainage & Retention and Ingress, Egress & Regress Easement recorded in Book 6637 at Page 381, in the Office of the Register of Deeds of Durham County, North Carolina.

EASEMENT TRACT 4:

TOGETHER WITH the easements rights benefiting Outparcel C and dedicated by that certain Easement Dedication Plat recorded in Plat Book 188 at Page 189, in the Office of the Register of Deeds of Durham County, North Carolina.

EXHIBIT B
[attach Permitted Exceptions]

Exhibit B**Permitted Encumbrances**

1. Taxes or assessments for the year 2016 due or payable, unpaid but not yet delinquent; and taxes or assessments for subsequent years, not yet due or payable.
2. All matters disclosed by PRELIMINARY survey entitled "ALTA/ NSPS Land Title Survey For: Trustees of the Alexander Waggoner Trust" by C. Ryan Davenport, P.L.S. of Stewart, Inc., dated September 1, 2016, last revised September 21, 2016 (the "Survey"), including, without limitation, the following:
 - (a) Service utilities;
 - (b) six (6) foot front street yard;
 - (c) fifty (50) foot building setback;
 - (d) access easement per plat of correction shown in Plat Book 187, Page 289 in the Durham County Registry; and
 - (e) five (5) foot building setback.
3. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 102, page 169 ; Plat Book 186, page 161; and Plat Book 188, page 189, in the Durham County Registry.
5. Covenants, conditions, restrictions, easements, and liens provided for in Declaration of Covenants, Conditions and Restrictions for KC Commons recorded in Book 6637, page 358 in the Durham County Registry. See in connection therewith Release of Option to Repurchase recorded in Book 6821, page 791 in the Durham County Registry.
6. Storm Water Drainage & Retention and Ingress, Egress & Regress Easements recorded in Book 6297, page 800 and Book 6637, page 381 in the Durham County Registry.
7. Right of Way Agreement to Duke Energy Carolinas, LLC recorded in Book 6286, page 271 in the Durham County Registry.
8. Stormwater Facility Agreement and Covenant Version 082203 recorded in Book 6084, page 60 in the Durham County Registry, as supplemented by Supplemental Stormwater Facility Agreement and Covenants recorded in Book 7169, page 536 in the Durham County Registry.
9. North Carolina Deed of Easement recorded in Book 1762, page 575 in the Durham County Registry.
10. Utility Easement to the Public Service Company of North Carolina recorded in Book 6767, page 405 in the Durham County Registry, and rights of others in and to the use thereof. (As to Easement Tract 1)

11. Declaration of Easements recorded in Book 1112, page 245 in the Durham County Registry. (As to Easement Tract 1, Easement Tract 2 and Easement Tract 3)
12. Easement(s) to Duke Power Company recorded in Book 177, page 533; Book 177, page 540; and Book 230, page 159 in the Durham County Registry. (As to Fee Tract and Easement 1)
13. Construction Deed of Trust Securing Future Advances to Roy L. Haga, Jr., Trustee for KeySource Commercial Bank, filed for record in Book 6085, page 311 in the Durham County Registry, securing \$922,435.40; as assigned by Assignment of Rents recorded in Book 6085, page 324 (As to Easement Tract 2) in the Durham County Registry.
14. Use Restriction and CAM Agreement recorded in Book 6697, page 683 in the Durham County Registry. (As to Easement Tract 4)
15. Lease by and between SB Durham 375, LLC ("Landlord") and Bridgestone Retail Operations, LLC, ("Tenant") a memorandum of which is recorded in Book 6637, page 466 in the Durham County Registry; as assigned by Memorandum of Assignment of Lease recorded in Book 6821, page 801 in the Durham County Registry.