

Prepared by:  
Williams Mullen  
Two James Center  
1021 East Cary Street  
P. O. Box 1320  
Richmond, Virginia 23218-1320

Portion of Tax Parcel 51-4-41C

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Declaration)**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”)** is made this 6<sup>th</sup> day of October, 2005, by and between **POPLAR HILL ASSOCIATES, L.L.C.**, a Virginia limited liability company (“**Assignor**”), to be indexed as Grantor and **H-SC POPLAR HILL, L.L.C.**, a Virginia limited liability company (“**Assignee**”), to be indexed as Grantee.

W I T N E S S E T H :

A. **WHEREAS**, Assignor and Assignee entered into that certain Agreement for Purchase and Sale of Real Estate, dated as of the 6<sup>th</sup> of October, 2005 (the “**Contract**”), whereby Assignor sold and Assignee purchased approximately 195.03 acres of real property located in Prince Edward County, Virginia as more particularly described therein (the “**Property**”).

B. **WHEREAS**, the Assignor desires to assign to Assignee the rights and obligations of Assignor as “**Declarant**” under the Declaration of Covenants, Conditions and Restrictions for Poplar Hill Communities dated February 7, 2000, recorded in the Clerk’s Office, Circuit Court, Prince Edward County, Virginia in Deed Book 341, Page 524 (the “**Declarant Rights**”);

C. **WHEREAS**, Assignor has agreed to transfer the Declarant Rights to Assignee and Assignee has agreed to assume such rights in accordance with the terms and provisions of this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor does hereby assign to Assignee the Declarant Rights.
2. Assumption. Assignee does hereby assume from Assignor all of Assignor’s responsibilities and obligations relating to the Declarant Rights.
3. No Prior Assignment. Assignor represents and warrants to Assignee that Assignor has the full right and title to assign its interest in the Declarant Rights and that Assignor has made no other assignment, conveyance or other transfer of such interest.

4. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against any claims, demands, liabilities and expenses (including, without limitation, court costs and attorneys' fees) incurred by Assignee arising out of any default relative to the Declarant Rights which default is in existence as of the date of this Agreement. Assignee agrees to indemnify and hold Assignor harmless from and against any claims, demands, liabilities and expenses (including, without limitation, court costs and attorneys' fees) incurred by Assignor arising out of any default relative to the Declarant Rights which default is not in existence as of the date of this Agreement.

5. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

7. Lawsuits. In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

8. Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the Commonwealth of Virginia. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the Commonwealth of Virginia. Any dispute arising under this Agreement or the documents referred to herein will be adjudicated exclusively in the courts of Virginia with venue in the County in which the Property is located.

9. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for the convenience of reference, and shall not be considered in construing their contents.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written.

ASSIGNOR

POPLAR HILL ASSOCIATES, L.L.C., a Virginia limited liability company

By: [Signature]  
Scott M. Harwood, Manager

By: [Signature]  
Robert C. Atkinson, Manager

By: [Signature]  
Southard S. Brumfield, Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE EDWARD, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction, this 6<sup>th</sup> day of October, 2005, by Scott M. Harwood, Robert C. Atkinson and Southard S. Brumfield, as Managers of Poplar Hill Associates, L.L.C., a Virginia limited liability company, on behalf of the company.

[Signature]  
Notary Public

My Commission Expires: 10.31, 2009

[NOTARIAL SEAL]

ASSIGNEE

H-SC POPLAR HILL, L.L.C., a Virginia limited liability company

By: C. Norman Krueger  
Name: C. Norman Krueger  
Title: President  
Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE EDWARD, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction, this 6<sup>th</sup> day of October, 2005, by C. Norman Krueger, as Manager of H-SC Poplar Hill, L.L.C., a Virginia limited liability company, on behalf of the company.

[Signature]  
Notary Public

My Commission Expires: Aug 31, 2009

[NOTARIAL SEAL]

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INSTRUMENT #200502682  
RECORDED IN THE CLERK'S OFFICE OF  
PRINCE EDWARD COUNTY ON  
OCTOBER 7, 2005 AT 12:08PM  
MACHELLE J. EPPES, CLERK

~~Grantor's Tax: \$~~  
Examined and ~~Mailed~~/Delivered To:  
Date: 10-1-05 Tracy Wynne

RECORDED BY: JMG