

ASSIGNMENT OF DECLARANT'S RIGHTS

15th THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment"), made this _____ day of October, 2010, **SOMERSET MAPLE SEWER AND WATER FACILITY, LLC**, a Maryland limited liability company, hereinafter referred to as ("Assignor"), and **2D HOLDINGS, LLC**, an Iowa limited liability company hereinafter referred to as ("Assignee").

RECITALS:

A. Somerset Maple, LLC is the "Declarant" (or Utility Company, as the case may be applicable) under a Declaration of Deferred Water and Sewer Facilities Charges (the "Declaration") recorded among the Land Records of Charles County, Maryland as follows:

Liber 06124, folio 0404

December 13, 2006

Edelen Station

The Declaration establishes assessments against certain units located in Charles County, Maryland (the "Units") to compensate Assignor for constructing water and sewer systems which serve or will serve the Units. The Units are further described in the Declaration.

B. By an Assignment of Declarant's Rights dated March 30, 2009, and recorded among the Land Records of Charles County, Maryland in Liber 0709, Folio 0140 on March 2, 2010, Declarant assigned, and Assignor accepted and assumed from Declarant, all of the rights, reservations, interests, exemptions, privileges and powers of the Declarant under the Declaration (collectively, the "Declarant's Rights").

C. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of the Declarant's Rights under the Declaration.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid in hand by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee and Assignee assumes and accepts from Assignor the Declarant's Rights, including, without limitation, the right to collect and retain for its own account the Water and Sewer Charges as provided for under the Declaration, the right to enforce the Declaration against "Owners" (as defined in the Declaration), the right to assign further the Declarant's Rights in accordance with the Declaration, and all rights of the Assignee under the Declaration.

2. Assignee shall not be responsible for and does not assume any warranties, liabilities, or obligations which accrued or may accrue to Declarant under the Declaration or pursuant to law, including, but not limited to, any warranties, liabilities, or obligations concerning any improvements constructed or required to be constructed by Declarant.

3. At any time after the execution of this Assignment, Assignor, without expense to Assignee shall promptly execute and deliver any document and agreement and do all other acts

which Assignee may reasonably request to confirm or better effectuate the assignment of Declarant's Rights contemplated by this Assignment.

4. This Assignment shall bind and inure to the benefit of Declarant, Assignor, Assignee, and their respective successors and assigns.

5. Until further notice by Assignee or its successors or assigns, the address of the Declarant for the purposes of the Declaration is as follows: 2D Holdings, LLC., 34 Shining Willow Way, Unit 152, La Plata, MD 20646, telephone (301) 266-0415.

6. Assignee designates 2D Holdings, LLC as the Collection Agent pursuant to the Declaration with respect to the Water and Sewer Charges. Assignee may re-designate the position of Collection Agent by written notice to the Unit Owners.

7. The provisions of this Assignment are not intended to create, nor shall they in any way be interpreted to create, a joint venture, partnership, or other similar relationship between the parties.

8. The Recitals set forth in this Assignment are incorporated in and made a part of this Assignment.

9. All questions with respect to the construction of this Assignment shall be determined in accordance with the laws of the State of Maryland, excluding choice of laws principles.

10. Each provision of this Assignment is intended to be severable. If any term or provision of this Assignment shall be determined to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Assignment and shall not affect the validity of the remainder of this Assignment.

11. This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

ASSIGNEE:

2D HOLDINGS, LLC, an Iowa limited liability company

By: [Signature] [SEAL]

Name: DOUGLAS MOORE

Title: MANAGING MBR - 2D HOLDINGS LLC

* * *

STATE/Commonwealth OF
COUNTY OF

*
* to wit:
*

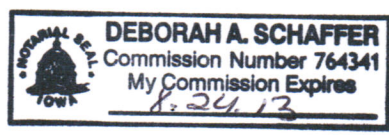
I HEREBY CERTIFY that on this 4 day of OCT, 2010, before me, a Notary Public in and for the State/Commonwealth and County aforesaid, personally appeared Douglas E. Moore, known to me (or satisfactorily proven) to be an management member of 2D HOLDINGS, LLC, an Iowa limited liability company (the "Company"), and that such person, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: 8.24.13

[NOTARIAL SEAL]



IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed as of the day and year first written above.

WITNESS:

ASSIGNOR:

SOMERSET MAPLE SEWER AND WATER FACILITY, LLC, a Maryland limited liability company

Angela Lee

By: *John H. Sites* [SEAL]

Name: John H. Sites

Title: Authorized Signatory

* * *

STATE/Commonwealth of Virginia*

to wit:

COUNTY OF King George*

I HEREBY CERTIFY that on this 21st day of September, 2010, before me, a Notary Public in and for the State/Commonwealth and County aforesaid, personally appeared John H. Sites, known to me (or satisfactorily proven) to be an Authorized Signatory of **SOMERSET MAPLE SEWER AND WATER FACILITY, LLC**, a Maryland limited liability company (the "Company"), and that such person, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer M. Dixon
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

