

**ALAMAC AMERICAN KNITS LLC**

1885 Alamac Road - P.O. Box 1347  
Lumberton, North Carolina 28358

**Robert S. Hester**  
Vice President of Finance

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January 28, 2014

Ms. Shirley Liggins  
NC Brownfields Program  
1646 Mail Service  
Raleigh, NC 27699-1646



Pursuant to Land Use Restriction Number 11 in a Notice of Brownfields Property executed by Alamac American Knits, LLC and recorded on March 01, 2006 at the Robeson County Register of Deeds Office, Mark Cabral hereby certifies, as an owner of at least part of the property that is the subject of the Notice of Brownfields Property, that the Notice of Brownfields Property remains recorded at the Robeson County Register of Deeds office and the land use restrictions therein are being complied with.

Duly executed this 28th day of January 2014.

Alamac American Knits, LLC

By:

  
\_\_\_\_\_  
Mark Cabral  
President

ATTEST:

Henry Griffin  
Henry Griffin  
Secretary, Alamac American Knits

NORTH CAROLINA  
Robeson COUNTY

I, Michael L. Hall, a Notary Public of the county and state aforesaid, certify that Henry Griffin personally came before me this day and acknowledged that he/she is a Member of Alamac American Knits, LLC, a Delaware limited liability corporation, and its Manager, and that by authority duly given and as the act of the corporation, the foregoing certification was signed in its name by him/her.

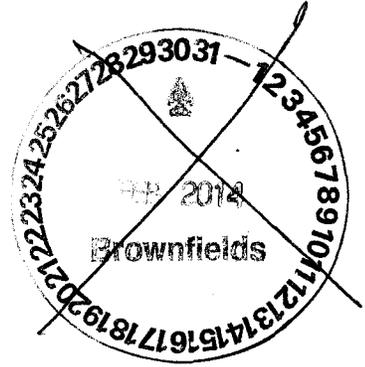
WITNESS my hand and official stamp or seal, this 28th day of January, 2014.

Michael L. Hall  
Michael L. Hall Name typed or printed:  
Notary Public

My Commission expires: 2-9-14

[Stamp/Seal]

Brownfields Project #: 06001-02-78  
Brownfields Property: Alamac American, 1885 Alamac Road  
Property Owner (In whole or part): Alamac American Knits, LLC



LAND USE RESTRICTIONS ("LUR") UPDATE

LUR 1: No use may be made of the Southern Property other than for light or heavy manufacturing. No use may be made of the Northern Property other than for light or heavy manufacturing, agribusiness or commercial use. For purposes of these restrictions, the following definitions apply:

- a. Commercial Use: An occupation, employment or enterprise that is carried on for profit by the owner, lessee or licensee.
- b. Agribusiness: The manufacture and distribution of farm equipment and supplies, or the processing, storage and distribution of farm commodities.
- c. Heavy Manufacturing: The assembly, fabrication or processing of goods and materials using processes that ordinarily have greater than average impacts on the environment, or that have significant impacts on the use and enjoyment of adjacent property in terms of noise, smoke, fumes, odors, glare, or health and safety hazards, or that otherwise do not constitute light manufacturing; or any use where the area occupied by outdoor storage of goods and material used in the assembly, fabrication or processing exceeds 25 percent of the floor area of all buildings on the Brownfields Property.
- d. Light Manufacturing: The assembly, fabrication or processing of goods and materials using processes that ordinarily do not create noise, smoke, fumes, odors, glare, or health and safety hazards outside of the building or lot where such assembly, fabrication or processing takes place; where such processes are housed entirely within a building; or where the area occupied by outdoor storage of goods and material used in the assembly, fabrication or processing does not exceed 25 percent of the floor area of all buildings on the Brownfields Property.

In compliance  X  Out of compliance     

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 2: Surface water and underground water at the Southern Property may not be used for any purpose without the approval of the Department of Environment and Natural Resources ("DENR"), except that underground water at the Southern Property may be pumped, stored and used as process water in the manufacture of textiles in accordance with a plan approved in writing in advance by DENR.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LUR 3: Notwithstanding LUR 2 above, no activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur at the Southern Property without such prior sampling and analysis of groundwater as DENR may require and submittal of the analytical results to DENR. If analytical results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LUR 4: Soil, including soil underlying buildings and paved surfaces, in the area denominated "Area of Soil Contamination" on the plat component of this Notice may not be exposed without a minimum of ten (10) business days advance written notice to DENR, which may choose to inspect, and may require screening or sampling for contamination in, the exposed soil. If screening or sampling results disclose contamination that may pose an unacceptable level of risk to public health and/or the environment as determined by DENR, the soil may not be exposed without the approval of DENR, or on such conditions as it imposes. Such conditions shall include, at a minimum, compliance with plans and procedures designed to protect public health and the environment during the activities that would expose such soil. If DENR determines the exposed soil contains contamination that may pose an unacceptable risk to public health or the environment, then as much soil as DENR requires shall be removed and disposed in accordance with applicable law, in addition to any other actions that DENR requires, to make the Brownfields Property suitable for the uses specified in Land Use Restriction 1 above. Alternatively, if DENR determines that such soil contamination would not pose an unacceptable risk to public health or the environment if capped, DENR may require the soil contamination to be capped, with perpetual maintenance of the cap, to the satisfaction of DENR.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 5: No mining may be conducted on or under the Southern Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 6: No basements may be constructed on the Southern Property unless they are, as determined by DENR, vented in conformance with applicable building codes.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 7: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in paragraph 7 of Exhibit A hereto, may be used or stored at the Brownfields Property without the prior approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 8: The Southern Property may not be used for agriculture, grazing, timbering or timber production.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 9: No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 10: In the event of an emergency on the Brownfields Property causing a critical need for immediate action to address a threat to public health or the environment or a threat to continued facility operations, soil and groundwater on the Brownfields Property may be exposed in contravention of Land Use Restrictions 2-4 above, provided DENR is promptly notified on the next business day of the actions taken, in writing (if only by electronic mail) and by telephone, and all follow-up actions required by DENR are taken.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LUR 11: During January of each year after the Notice is recorded, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update to DENR certifying that this Notice remains recorded at the Robeson County Register of Deeds' office, and that the LURs are being complied with.

In compliance  Out of compliance \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notarized signing and submittal of this Land Use Restrictions Update constitutes certification that the Notice remains recorded at the Robeson Register of Deeds office and that the Land Use Restrictions are being complied with.

This Land Use Restrictions Update is certified by Mark Cabral,  
owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Mark Cabral

In the case of owners that are entities:

Signature of individual signing:   
Name typed or printed: Mark Cabral  
Title: President

In the case of all owners:

Date: 1/28/14

[Name of LLC]

By: Mark Cabral  
Name typed or printed:  
Member/Manager

NORTH CAROLINA  
ROBESON COUNTY

I, Michael L. Hall, a Notary Public of the county and state aforesaid, certify that Mark Cabral personally came before me this day and acknowledged that he/she is a Member of Alamac American Knit LLC, a Delaware (state) limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Land Use Restriction Update was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 28<sup>th</sup> day of JAN., 2014.

Michael L. Hall  
Name typed or printed: Michael L. Hall  
Notary Public

My Commission expires: 2-9-14

[Stamp/Seal]