

McGuireWoods LLP
Fifth Third Center
201 North Tryon Street
Suite 3000
Charlotte, NC 28202
Tel 704.343.2000
Fax 704.343.2300
www.mcguirewoods.com

Benne C. Hutson
Direct: 704.343.2060

McGUIREWOODS

bhutson@mcguirewoods.com
Direct Fax: 704.444.8739

November 1, 2013

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carolyn F. Minnich
Brownfields Project Manager
NC Department of Environmental and Natural Resources
1649 Mail Service Center
Raleigh, NC 27699-1646

Re: Johnson & Wales/Land Use Restriction Update
Brownfields Project Number: 06007-02-60
Client-Matter No. 4504610.000600

Dear Carolyn:

Pursuant to Section V, paragraph 11.a.vi. of the Brownfields Agreement between the City of Charlotte and the North Carolina Department of Environment and Natural Resources and dated November 15, 2002, I am, on behalf of Johnson & Wales, the current owner of the property, enclosing an executed land use restriction update for 2013.

Sincerely,

McGuireWoods LLP



Benne C. Hutson

BCH/jrp

Enclosure

cc: Wayne M. Kezirian (w/encl.)



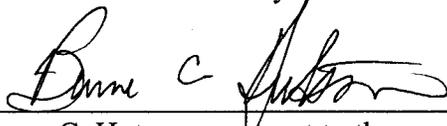
ANNUAL BROWNFIELDS CERTIFICATION
REGARDING LAND USE RESTRICTIONS



Pursuant to Section V, Paragraph 11.a.vi. of the Brownfields Agreement re Former Smith Metal & Iron Site, S. Cedar St. & W. Fourth Street, Charlotte, N.C. by and between the North Carolina Department of Environment and Natural Resources and the City of Charlotte dated November 15, 2002 and paragraph 6 of the Land Use Restrictions of the Notice of Brownfields Property filed by the City of Charlotte on December 11, 2002 as recorded in Book 14524, Page 293 by the Mecklenburg County Register of Deeds, Johnson & Wales University hereby certifies, as current owner of the property that is the subject of this Notice of Brownfields Property, that the Notice of Brownfields Property remains recorded at the Mecklenburg County Register of Deeds Office and the land use restrictions therein are being complied with.

Duly executed this 1st day of November, 2013.

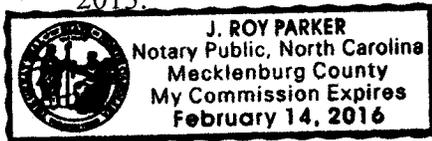
Johnson & Wales University

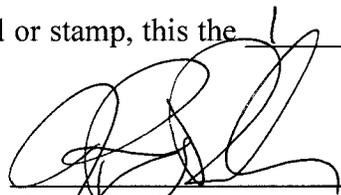
By: 
Benne C. Hutson, pursuant to the
attached Delegation of Authority

State of North Carolina
County of Mecklenburg

I, J Roy Parker, a Notary Public of said County and State, do hereby certify that Benne C. Hutson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal or stamp, this the 1 day of November, 2013.




Notary Public
Printed Name: J Roy Parker
My Commission Expires 2/14/2016

[SEAL OR STAMP]



DELEGATION OF AUTHORITY

The undersigned, Johnson & Wales University, a Rhode Island non-profit corporation ("Johnson & Wales"), subject to the Brownfields Agreement (the "Agreement") entered into November 15, 2002, by and among the North Carolina Department of Environment and Natural Resources ("DENR") and the City of Charlotte (the "City"), as assigned by the Assignment of Brownfields Agreement entered into as of April 2, 2003 by and among Johnson & Wales, DENR, and City (the "Assignment"), does hereby delegate to Helms Mullis & Wicker, PLLC ("HMW"), the authority hereinafter set forth:

The authority delegated herein, for the purpose of compliance with the Agreement, shall be limited to the execution and delivery of the following:

- (i) an annually notarized Land Use Restrictions Update ("LUR Update"), pursuant to paragraph 11(a)(vi) of the Agreement, within seven (7) days of the effective date of the Agreement; and
- (ii) any other documents required for compliance with the LUR Update, including but not limited to, documentation providing the legal description of the Property.

The submission of the LUR Update by HMW, within the scope of the authority so delegated, shall be as effective to bind Johnson & Wales as would the direct submission of the LUR Update by Johnson & Wales.

Any person dealing with HMW may rely upon the authority delegated herein except to the extent such person has actual knowledge of revocation of this delegation.

This delegation shall terminate at such time as the undersigned shall no longer be subject to the Agreement or at such time the undersigned has revoked this delegation by writing.

It is the intention of the undersigned that Johnson & Wales shall maintain the same rights and liabilities as set forth in the Agreement.

Capitalized but otherwise undefined terms used herein shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the undersigned has set their hand and seal as of the 27th day of MAY, 2004.

JOHNSON & WALES UNIVERSITY
By: *Paul Bennett*
Its: Secretary

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

I, a Notary Public within and for said ~~County~~ and State, do hereby certify that BARBARA L. BENNETT personally came before me this day and acknowledged that ~~he~~/she is duly authorized to act of behalf of Johnson & Wales University, the writing was signed and sealed by ~~him~~/her on behalf of Johnson & Wales University and acknowledged writing to be the act and deed of Johnson & Wales University.

Witness my hand and official seal this 27th day of MAY, 2007.

Wayne M. Kezirian
Notary Public

My Commission Expires: _____

WAYNE M. KEZIRIAN
NOTARY PUBLIC
COMMISSION EXPIRES: 6/24/05
ID #21382

[AFFIX NOTARIAL SEAL]