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November 16, 2012

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 2012.

Sincerely,

McGuireWoods LLP



Benne C. Hutson

BCH/jrp

Enclosure

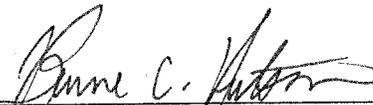
cc: Wayne M. Kezirian (w/encl.)

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 16<sup>th</sup> day of November, 2012.

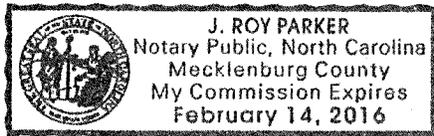
Johnson & Wales University

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

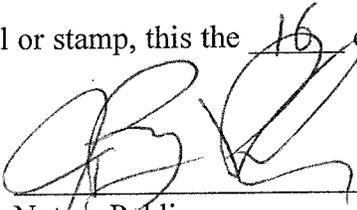
State of North Carolina  
County of Mecklenburg

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 16 day of November, 2012.



[SEAL OR STAMP]

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

## 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 27<sup>th</sup> 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 27<sup>th</sup> 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]