

Brownfields Project #: 11026-07-60
Brownfields Property: Syncot Fibers, 2459 Wilkinson Blvd.
Property Owner (In whole or part): Dyestuff Owners Association, Inc.

LAND USE RESTRICTIONS ("LUR") UPDATE

LUR 1: No use may be made of the Brownfields Property other than for commercial office and showroom space. For purposes of this restriction, the following definitions apply:

- a. "Commercial office" refers to a place where private business or professional services are conducted or rendered, and where files and office materials may be kept.
- b. "Showroom" refers to an area where merchandise not precluded by Land Use Restriction No. 6 below is displayed for public viewing.

In compliance Out of compliance _____

Remarks: _____

LUR 2: No activities that encounter, expose, remove or use surface water or groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose water) may occur on the Brownfields Property without prior sampling and analysis of groundwater to the written satisfaction of the Department of Environment and Natural Resources ("DENR") in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the prior written 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 3: Soil on the Brownfields Property may not be disturbed without a minimum of seven (7) business days advance written notice to DENR unless DENR states otherwise in writing in advance, except in what are deemed, subject to later DENR review, emergencies, when notice shall be given as soon as practicable but no later than 24 hours after the purported emergency is discovered, and except in connection with mowing and pruning of above-ground vegetation, and surface landscaping and planting. Prior to or while soil is disturbed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines renders the Brownfields Property unsuitable for the uses specified in LUR 1 above, that DENR determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, or treated *in situ* in accordance with a plan approved in writing in advance by DENR, and any other actions that DENR reasonably requires to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment shall be taken to render the Brownfields Property suitable for said uses. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or would not likely pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, treated *in situ*, or covered with an impervious or hard pervious surface, to the written satisfaction of DENR. If treatment is chosen, it shall occur in conformance with procedures approved in writing in advance and afterwards by DENR. If covering the soil is chosen, said cover shall be maintained to DENR's satisfaction. If removal and disposal is chosen, information that meets with DENR's written satisfaction regarding the transportation and disposition of such soil shall be supplied in a written report to DENR within 90 days following removal. For purposes of the Brownfields Agreement ("Agreement"), the following definitions apply:

- a. "Impervious surface" means any structure or groundcover consisting of asphalt, concrete, stone, brick, terrazzo, roofing, ceramic tile or other natural or man-made material that prevents the absorption of surface water into the soil.
- b. "Hard pervious surface" means any structure or groundcover that allows absorption of surface water into the soil, but has a hard surface formed or cast in place that protects land users from exposure to any contaminants in the soil. Pervious concrete and pervious tennis court materials are examples.

In compliance X Out of compliance

Remarks: _____

LUR 4: No mining may be conducted on or under the Brownfields Property, including, without limitation, extraction of coal, oil, gas or any other minerals or non-mineral substances.

In compliance Out of compliance

Remarks: _____

LUR 5: No basements may be constructed on the Brownfields Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

In compliance Out of compliance

Remarks: _____

LUR 6: None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed in Tables A or B of the Notice of Brownfields Property ("Notice"), may be used or stored at the Brownfields Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

In compliance Out of compliance

Remarks: _____

LUR 7: The Brownfields Property may not be used as a park or for sports of any kind, including, but not limited to, golf, football, soccer and baseball, without the prior written approval of DENR.

In compliance Out of compliance

Remarks: _____

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

In compliance Out of compliance

Remarks: _____

LUR 9: The Brownfields Property may not be used as a playground, or for child care centers or schools.

In compliance Out of compliance

Remarks: _____

LUR 10: The Brownfields Property may not be used for kennels, private animal pens or horse-riding.

In compliance Out of compliance

Remarks: _____

LUR 11: The owner of any portion of the Brownfields Property where any existing or later DENR-approved monitoring well is damaged shall be responsible for repair of any such wells to DENR's written satisfaction and within a time period acceptable to DENR.

In compliance Out of compliance

Remarks: _____

LUR 12: 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, which is to be conducted using reasonable efforts to

minimize interference with authorized uses of the Brownfields Property.

In compliance Out of compliance

Remarks: _____

LUR 13: During January of each year after the year in which the Notice is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized LURU to DENR certifying that, as of said January 1st, the Notice containing these LURs remains recorded at the Mecklenburg County Register of Deeds office and that the LURs are being complied with, and stating:

- a. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Brownfields Property during the previous calendar year. Insert information:

- b. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Brownfields Property during the previous calendar year. Insert information:

Alternatively, a property owners' association may perform the duties stated in LUR 13 on behalf of some or all owners of the Brownfields Property, if said association or entity has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DENR that includes, at a minimum, the name, mailing address, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is proposed to be submitted.

In compliance Out of compliance

Remarks: _____

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

This Land Use Restrictions Update is certified by Dyestuff Owners Association, Inc., owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: Dyestuff Owners Association, Inc.

In the case of owners that are entities:

Signature of individual signing: 
Name typed or printed: Desiree B. MacSorley
Title: President

In the case of all owners:

Date: 1-22-13

Dyestuff Owners Association, Inc.

By: *Desiree B. MacSorley*
Name typed or printed: Desiree B. MacSorley
Title typed or printed: President

ATTEST:

[Signature]

Name typed or printed: Robert A. Pressley
Secretary, Dyestuff Owners Association, Inc.

NORTH CAROLINA
Gaston COUNTY

I, J. Kelly Herr, a Notary Public of the county and state aforesaid, certify that Robert A. Pressley personally came before me this day and acknowledged that he/she is the Secretary of Dyestuff Owners Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing Land Use Restriction Update was signed in its name by its President and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 22nd day of January, 2013

[Signature]

Name:
Notary Public

My Commission expires: 4-24-16



Owner Contact Roster

As of January 1, 2013

Owner Name	Contact	Name	Primary Phone	Mobile	Email	Fax	Street 1	Street 2	City, State Zip
1910 AS 202 LLC	Tom	Yaniszewski	704-332-5544	585-663-0218	tyanis@execuscribe.com		1910 Abbott Street	Suite 202	Charlotte, NC 28203
Reel Holdings LLC	Ed	Henegar	704-200-2162	704-649-4212	ed@reel-scout.com		1900 Abbott Street	Suite 100	Charlotte, NC 28220
Abbott Street Properties LI	Bill	Cannon	704-376-7963	704-591-0939	wcannonlaw@aol.com	704-335-0921	1900 Abbott Street	Suite 102	Charlotte, NC 28203
Art Source & Design	Byron	Woehler	704-344-9736		asdnc@carolina.rr.com	704-344-9737	1950 Abbott Street	Suite 604	Charlotte, NC 28203
Art Source & Design	Byron	Woehler	704-344-9736	704-650-0906	asdnc@carolina.rr.com	704-344-9737	1950 Abbott Street	Suite 604	Charlotte, NC 28203
Sign Guys	Silas	Bass	919-210-2023		silasbass@me.com		9650 Strickland Road	Suite 103	Raleigh, NC 27615
Brinkley Design	Leigh	Brinkley	704-372-8666	704-609-0666	leigh@brinkleydesign.com	704-372-2956	1930 Abbott Street	Suite 401	Charlotte, NC 28203
First Citizens Bank & Trust	Kristie	Parcell	919-716-4461		Kristie.Parcell@firstcitizens.com	919-716-4212	P.O. Box 27131-RWN15		Raleigh, NC 27611
Carolina Paymasters	Carol	Simmons	704-332-7502	704-756-1606	carol@carolinapaymasters.com	704-332-2007	1910 Abbott Street	Suite 203	Charlotte, NC 28203
D-High LLC	Robert	Hawse	704-927-7070	704-517-7196	rob@hawsesthe.com	704-377-0930	1930 Abbott Street	Suite 402	Charlotte, NC 28203
Smart Co LLC	Arthur	Oudmayer	704 926 9940	704 830 8411	arthur.oudmayer@designsmart-usa.		1920 Abbott Street	Suite 304	Charlotte, NC 28203
Djs Designs	Tim	Gilland	704-376-0803	704-575-6857	tgilland@carolina.rr.com	704-334-4702	917 Munday Court		Charlotte, NC 28270
Hammond Property Invest	Tom	Mulroy	704-332-8650	704-840-6233	tmulroy@englemartin.com	704-544-9485	1920 Abbott Street	Suite 305	Charlotte, NC 28203
Gary & Kimberly Franceschi	Gary	Franceschi	704-517-2170	704-517-2170	gary.franceschi@gmail.com		340 Sloane Square Way		Charlotte, NC 28211
Gerrard Homes	Bryan	Gerrard	704-241-8863		bgerrard@gerrardhomes.com	704-366-1049	1920 Abbott Street	Suite 302	Charlotte, NC 28203
Inside Passage LLC	Gene	Hunter	704-442-7260	704-574-8083	ghunter@hunterstructural.com	704-442-7290	1066 Heather Glen Drive		Mathews, NC 28104
Lindsay Daniel Architecture	Lindsay	Daniel	704-517-6655	704-517-6655	lindsay@lindsaydaniel.com		4424 Halstead Drive		Charlotte, NC 28209
Meeting Street Homes And	Joe	Roy	704-714-3070		royjt@meetingstreet.net	704-714-3071	1930 Abbott Street	Suite 400	Charlotte, NC 28203
Mgc Holdings, Inc	Mark	Pegram	336-903-1218		mark_pegam@hotmail.com		1700 Camden Road	Suite 404	Charlotte, NC 28203
D-High LLC	Robert	Hawse	704-342-2501		rob@hawsesthe.com		1930 Abbott Street	Suite 402	Charlotte, NC 28203
3C HOLDING LLC	Rick	Roten	704-362-5100		rick@r3engineering.com	704-362-0904	1900 Abbott Street	Suite 105	Charlotte, NC 28203
Smart Co LLC	Arthur	Oudmayer	704 926 9940	704 830 8411	arthur.oudmayer@designsmart-usa.		1920 Abbott Street	Suite 304	Charlotte, NC 28203
Smith Harris Design Assoc	Rebecca	Harris	704-344-0017		rharris@smithharris.com	704-344-9857	1900 Abbott Street	Suite 104	Charlotte, NC 28203
SYSTEM WORCX PLLC	Michael	Mantai					1900 Abbott Street	Suite 101	Charlotte, NC 28203
Techstructures	Greg	Forehand	704-973-5642	704-309-2933	gforehand@techstructures.com	704-973-5641	1950 Abbott Street	Suite 601	Charlotte, NC 28203
Vs America Inc.	Claudius	Reckord	704-378-6500		c.reckord@vs-furniture.com	704-378-6005	1940 Abbott Street	Suite 501	Charlotte, NC 28203
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Regina Waldthausen	Kurt	Waldthausen	704-366-5041	704-650-1299	kwaldthausen@waldthauseninc.com	704-366-3423	1910 Abbott Street	Suite 201	Charlotte, NC 28203
Charles Prendergast	Charles	Prendergast	704-375-6912	704-488-3946	cprendergast@carolina.rr.com		1039 W. Queens Road		Charlotte, NC 28207
Robin Wahler	Robin	Wahler	704-376-8249	704-904-8022	robinwahler@hotmail.com	704-372-2166	4943 Cameron Valley Pkwy		Charlotte, NC 28210