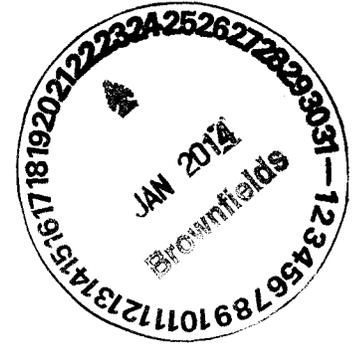


WEST MORGAN, LLC
C/O FAISON & ASSOCIATES, LLC
121 WEST TRADE STREET, 27TH FLOOR
CHARLOTTE, NC 28202
704-972-2612



Via Overnight Mail and E-Mail

January 17, 2014

Mr. David Peacock
Brownfields Compliance Coordinator
North Carolina Department of Environment and Natural Resources
Division of Waste Management, Brownfields Program
Mail Service Center 1646
Raleigh, North Carolina 27699-1646

Re: Annual Land Use Restrictions Update – 2014
West Morgan, 927 West Morgan Street, Raleigh, Wake County
Brownfields Project Number 15029-11-92

Dear Mr. Peacock,

Enclosed please find the completed Land Use Restriction Update {LURU} for West Morgan, 927 West Morgan Street, Raleigh, Wake County {Brownfields Project Number 15029-11-92} for 2014 to comply with the Notice of Brownfields Property and Brownfields Agreement annual certification. A copy of the enclosed LURU was also forwarded to your attention via email. After your review, please do not hesitate to contact me at 704.972.2612 or at ed.cherry@faison.com if you have any questions. Thank you.

Sincerely,

Edward M. Cherry
Vice President

121 WEST TRADE STREET, 27TH FLOOR
CHARLOTTE, NC 28202-5399

Ed Cherry
Senior Managing Director

Direct: 704/972-2612
Main: 704/972-2500
Fax: 704/972-2699
ed.cherry@faison.com
www.faison.com

NC BROWNFIELDS
LAND USE RESTRICTIONS ("LUR") UPDATE



Certification Year: 2014

Name: West Morgan
Project #: 15029-11-92

Address: 927 West Morgan Street
County: Wake

Property Owner (In part or whole): WEST MORGAN, LLC, a Delaware limited liability company

Read the following LURs and mark each restriction accordingly. Additional remarks may be added for compliance status clarification. Attach any required or supplemental documentation, sign, notarize and submit to the following address:

NC Division of Waste Management
Brownfields Program
1646 Mail Service Center
Raleigh, NC 27699-1646

LUR 1: No use may be made of the Property other than for multi-unit residential buildings and associated amenity areas including a basketball court, walkways, sitting areas, above ground swimming pool facilities, parking, leasing offices and other office or retail uses, and perimeter landscaping. The basketball court, walkways, perimeter landscaping and non-residential units are constructed at ground surface with a slab on grade foundation atop several feet of imported fill soils. All residential units are constructed either over the parking areas or commercial spaces, or are on the second story or above.

In compliance Out of compliance

Remarks: _____

LUR 2: Groundwater at the Property may not be used for any purpose without the prior written approval of the Department of Environment and Natural Resources ("DENR").

In compliance Out of compliance

Remarks: _____

LUR 3: No activity that disturbs soil on the Property may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in LUR 1 above while fully protecting public health and the environment, except in connection with *de minimis* soil removals to depths not exceeding 18 inches; shallow planting of landscaping within imported fill or topsoil and mowing and pruning of above-ground vegetation; and for emergency repair of underground infrastructure provided that DENR shall be given written notice (if only by email) of any such emergency repair no later than the next business day, and that any related assessment and remedial measures required by DENR shall be taken.

In compliance Out of compliance

Remarks: _____

LUR 4: None of the contaminants known to be present in the environmental media at the Property, including those appearing in paragraph 7 of the Brownfields Agreement ("Agreement") may be used or stored at the 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 5: The owner of any portion of the Property where any existing, or subsequently installed, 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, unless compliance with this LUR is waived in writing by DENR in advance.

In compliance Out of compliance

Remarks: _____

LUR 6: Neither DENR, nor any party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DENR, may be denied access to the Property for purposes of conducting such assessment or remediation, which is to be conducted upon reasonable notice to the property owner, and using reasonable efforts to minimize interference with authorized uses of the Property (though access shall be unlimited in emergency situations).

In compliance Out of compliance

Remarks: _____

LUR 7: During January of each year after the year in which the Notice of Brownfield Property ("Notice") referenced in paragraph 18 of the Agreement is recorded, the owner of any part of the Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Wake County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Wake County Register of Deeds office and that the land use restrictions 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 Property during the previous calendar year.

No change.

- 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 Property during the previous calendar year.

NA

In compliance Out of compliance

Remarks: _____

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

This Land Use Restrictions Update is certified by WEST MORGAN, LLC, owner of at least part of the Brownfields Property.

Name typed or printed of party making certification: WEST MORGAN, LLC

In the case of owners that are entities:

Signature of individual signing: Edward M. Cherry
Name typed or printed: Edward M. Cherry, Faison & Associates, LLC, its Manager
Title: Vice President

In the case of all owners:

Date: 1-16-14

[use for LLCs]

[Insert Name of LLC]

WEST MORGAN, LLC, a Delaware limited liability company

By: Edward M. Cherry By: Faison & Associates, LLC, its Manager

Name typed or printed: Edward M. Cherry

Member/Manager Its: Vice President

NORTH CAROLINA

MECKLENBURG COUNTY

I, Sandra M. Wyllie Notary Public of the county and state aforesaid, certify that Edward M. Cherry personally came before me this day and acknowledged that he/she is a Member of Officer West Morgan, 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.

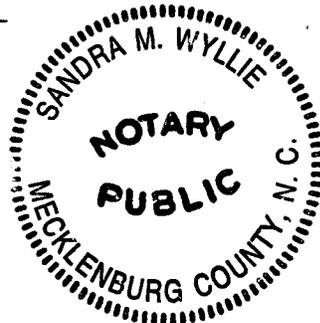
WITNESS my hand and official stamp or seal, this 16 day of January 2014

Sandra M. Wyllie

Name typed or printed:

Notary Public

My Commission expires: 03/30/2015



[Stamp/Seal]