PTRP Northern

2010006181 00078
FORSYTH CO, NC FEE $182.00
PRESENTED & RECORDED:
02-22-2010 10:29:00 AM
C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY: S. GRIFFITH
ASST

BK: RE 2933
PG: 3508-3564

Property Owners: PTRP Holdings, LLC; Piedmont Triad Research Park; R.J. Reynolds Tobacco Company; Allegacy Federal Credit Union

Recorded in Book 2933, **Page** 3508
Associated plat recorded in Plat Book 57, **Pages** 86-9

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 22nd **day of** February, 2010 **by PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park (hereinafter "Prospective Developer").**

The Notice concerns contaminated property.

A copy of this Notice certified by the North Carolina Department of Environment and Natural Resources (hereinafter "DENR") is required to be filed in the Register of Deeds' Office in the county or counties in which the land is located, pursuant to North Carolina General Statutes (hereinafter "NCGS"), Section (hereinafter "§") 130A-310.35(b).

***This Notice is required* by NCGS § 130A-310.35(a), in order to reduce or eliminate the danger to public health or the environment posed by environmental contamination at a property (hereinafter the "Brownfields Property") being addressed under the Brownfields Property Reuse Act of 1997, NCGS § 130A, Article 9, Part 5 (hereinafter the "Act").**

Pursuant to NCGS § 130A-310.35(b), the Prospective Developer must file a certified copy of this Notice within 15 days of Prospective Developer's receipt of DENR's approval of the Notice or Prospective Developer's entry into the Brownfields Agreement required by the Act, whichever is later. Pursuant to NCGS § 130A-310.35(c), the copy of the Notice certified by DENR must be recorded in the grantor index under the names of the owners of the land and, if Prospective Developer is not the owner, also under Prospective Developer's name.

The Brownfields Property comprises approximately 49.02 acres in Winston-Salem, Forsyth County, North Carolina which are bordered to the north by Martin Luther King, Jr. Drive, to the south by 3rd Street, to the east by U.S. Highway 52 and to the west by North Main Street. The land,

initially used residentially and then industrially, has been in use for more than 100 years. The R. J. Reynolds Tobacco Company formerly owned all but 0.12 acres of the Brownfields Property, some of it since the mid-1920s, and generally used it in the manufacture of cigarettes. Ancillary to its cigarette manufacturing operations, the R. J. Reynolds Tobacco Company used portions of the Brownfields Property for vehicle maintenance, supply and warehousing, as well as for power plant operations and parking lots. Portions of the Brownfields Property are still in use for vehicle maintenance, warehousing, steam generation and parking. The activities on the Brownfields Property have contaminated its soil and groundwater. Prospective Developer intends to redevelop the Brownfields Property with bio-technology research facilities, offices, retail outlets, public open areas, high-density residences, performance/concert halls, hotels, community centers, swimming pools, parking and schools.

The Brownfields Agreement between Prospective Developer and DENR is attached hereto as Exhibit A. It sets forth the use that may be made of the Brownfields Property and the measures to be taken to protect public health and the environment, and is required by NCGS § 130A-310.32.

Attached hereto as **Exhibit B** is a reduction, to 8 1/2" x 11", of the survey plat required by NCGS § 130A-310.35(a). It is a plat of areas designated by DENR that has been prepared and certified by a professional land surveyor and that meets the requirements of NCGS § 47-30. That plat contains the following information required by NCGS § 130A-310.35(a):

(1) The location and dimensions of the areas of potential environmental concern with respect to permanently surveyed benchmarks.

(2) The type, location and quantity of regulated substances and contaminants known to exist on the Brownfields Property. The following table also sets forth the type and quantity of such substances:

Table A

Groundwater contaminants (in micrograms per liter, the equivalent of parts per billion), the standards for which are in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202:

Groundwater Contaminant	Sample Location	Sampling Date of Highest Concentration	Highest Concentration (µg/L)	Most Recent Conc. (µg/L)	Unrestricted Use Standard [1] (µg/L)
benzene	TMW-15	12/2/05	3.0	3.0	1
	TMW-17	12/1/05	9.4	9.4	
	TMW-20	12/2/05	2.9	2.9	
tetrachloroethene	TMW-15	12/2/05	1.5	1.5	0.7
naphthalene	TMW-15	12/2/05	1,400	1,400	21

	TMW-17	12/1/05	340	340	
2-methylnaphthalene	TMW-15	12/2/05	160	160	14
	TMW-17	12/1/05	19	19	

[1] for Class GA groundwaters, from North Carolina Administrative Code, Title 15A, Subchapter 2L, Rule .0202

Table B

Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the standards for which are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section:

Soil Contaminant	Sample Location	Sample Depth (feet)	Date of Sampling	Concentration (mg/kg)	Unrestricted Use Standard [1] (mg/kg)
Diesel-Range Total Petroleum Hydrocarbons	SB-9	12	11/29/05	3,100	10
	TMW-8	3-4	11/23/05	270	
	TMW-9	2.5-3.5	11/23/05	600	
	TMW-20	5	11/29/05	2,600	
Total Chromium (includes III and VI)	TMW-7	6-8	11/21/05	34	44
	TMW-11	25-26	11/29/05	48	
	TMW-15	3	11/29/05	32	
Lead	TMW-4	9-10	11/22/05	490	400
Thallium	TMW-11	25-26	11/29/05	2.7	1.04

[1] Soil Remediation Goals in *Guidelines for Assessment and Cleanup* of Inactive Hazardous Sites Branch of DENR's Superfund Section or General Action Level for total petroleum hydrocarbons in *Underground Storage Tank Section Guidelines for Site Checks, Tank Closure and Initial Response and Abatement* of Branch of DENR's UST Section.

Attached hereto as **Exhibit C** is a legal description of the Brownfields Property that would be sufficient as a description of the property in an instrument of conveyance.

LAND USE RESTRICTIONS

NCGS 130A-310.35(a) also requires that the Notice identify any restrictions on the current and future use of the Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the Brownfields Property and that are designated in the Brownfields Agreement. **The restrictions shall remain in force in perpetuity unless canceled by the Secretary of DENR (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to NCGS § 130A-310.35(e). All references to DENR refer to its Brownfields Program and shall be understood to include any successor in**

function. The restrictions shall not apply to any portion of the Brownfields Property until such time as the Prospective Developer takes title to said portion, and are as follows:

1. Without DENR's advance written approval, no use may be made of the Brownfields Property other than for bio-technology research facilities, offices, retail outlets, public open areas, high-density residences, performance/concert halls, hotels, community centers, swimming pools, parking, schools and, if DENR issues prior written approval, any uses not listed above that are allowed by the Master Plan, North District of the Piedmont Triad Research Park, dated April 28, 2008. For purposes of this restriction, the following definitions apply:

a. "Bio-technology research facilities": facilities housing critical and exhaustive investigation, experimentation and education in the field of bio-technology, devoted to the discovery of new facts and their correct interpretation, the revision of accepted conclusions, theories or laws in light of newly discovered facts, and the practical applications of such new or revised conclusions, theories or laws.

b. "Offices": places where business or professional services are rendered.

c. "Retail outlets": businesses that sell goods directly to consumers; the term includes restaurants.

d. "Public open areas": golf courses, tennis courts, ball fields, ball courts, playgrounds and other unenclosed recreation sites that are approved in writing by DENR in advance, as well as landscaped or natural areas.

e. "High-density residences": structural units used as permanent dwellings that are attached to each other with common walls (such as condominiums, apartments, group homes, dormitories or boarding houses) and whose occupants share privileges, and in some cases ownership, regarding property outside said units.

f. "Performance/concert halls": indoor or outdoor facilities suitable for the presentation of artistic and or musical productions, which facilities may be constructed below the ground surface only with DENR's advance written approval.

g. "Hotels": buildings containing more than four individual rooms that provide overnight lodging facilities and reservation, cleaning, utilities and on-site management and reception services for paying customers.

h. "Community centers": structures, with associated public open areas as defined above, that are used for educational, civic, recreational, athletic, or other gatherings and activities that are approved in writing by DENR in advance.

i. "Swimming pools": indoor or outdoor facilities designed to contain water for swimming and constructed in locations and in conformance with a design approved in

writing in advance by DENR. Groundwater from the Brownfields Property shall not be used in swimming pools, and non-municipal water shall only be used in any swimming pool on the Brownfields Property with advance written DENR approval.

j. "Parking": an area designed and designated for temporary accommodation of motor vehicles above- or below-ground, for a fee or as a service.

k. "Schools": institutions providing elementary school, middle school, junior high school, high school, collegiate, graduate or post-graduate education, as well as pre-school/child daycare services if the location, layout and design of such services are approved in writing in advance by DENR.

2. Any soil contamination discovered on the Brownfields Property prior to, during or after redevelopment, as defined by DENR, shall be assessed by an individual who DENR determines is qualified as a Registered Site Manager pursuant to North Carolina Administrative Code, Title 15A, Subchapter 13C, Rule .0304a-. If DENR determines that additional sampling is necessary, such sampling shall be conducted in a manner and to an extent approved in writing in advance by DENR in general accordance, as determined by DENR, with field procedures and laboratory testing methodologies described in the most current version of Appendices A and B of the Guidelines for Assessment and Cleanup of the Inactive Hazardous Sites Program of DENR's Superfund Section (unless otherwise provided herein), and soil assessment reports satisfactory to DENR shall be submitted to DENR not more than 30 days following completion of such assessment activities.

3. Any soil contamination discovered on the Brownfields Property prior to, during or after redevelopment, as defined by DENR, that DENR determines requires remediation based on review of soil assessment reports, shall, prior to when DENR determines redevelopment of the affected portion(s) of the Brownfields Property is complete, be remediated in a manner approved by, and to the written satisfaction of, DENR, in general accordance, as determined by DENR, with field procedures and laboratory testing methodologies described in the most current version of the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, and soil remediation reports satisfactory to DENR shall be submitted to DENR not more than 60 days following completion of such remediation activities.

4. Contamination on the Brownfields Property that falls within the jurisdiction of DENR's Underground Storage Tank ("UST") Section shall be addressed in accordance with the applicable provisions of law and the Guidelines of the UST Section, and copies of all reports and correspondence relating to such contamination, including any No Further Action letters issued by the UST Section, shall be submitted to DENR within seven (7) days after the date of the report or correspondence.

5. No buildings containing indoor space may be constructed on the Brownfields Property until DENR has been consulted regarding the proximity of the planned building to groundwater contamination at the Brownfields Property. If DENR determines that the

footprint of a building proposed to be constructed on the Brownfields Property would fall within 100 feet of such contamination, it may not be constructed without:

a. a vapor barrier system and sub-slab vapor venting system, or other vapor mitigation system, approved in advance in writing by DENR, within 30 days after installation of which DENR shall be provided certification of proper installation under seal of a professional engineer licensed in North Carolina, as well as photographs illustrating the installation and a brief narrative describing it; or

b. an assessment of the risk posed by soil gas to potential users of the building that demonstrates to DENR's written satisfaction that no vapor barrier, sub-slab venting nor mitigation system is required.

6. No building appearing on the plat component of this Notice that contains indoor space may be used until DENR receives a report, sealed by a professional engineer licensed in North Carolina, regarding an inspection in accordance with a plan approved in writing in advance by DENR that evaluates the possibility of vapor entering the building and whether any heating, ventilation and air conditioning ("HVAC") system in the building complies with the most current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code, or another standard approved in writing in advance by DENR. If the inspection finds the possibility of vapor entering the building, the report shall identify the possible entrances, such as sumps, floor drains, foundation cracks, holes in flooring, gaps around pipes and utility lines, and cracks in walls. If DENR determines that the possible entrances need to be addressed, the proponent of the building's use shall submit a plan to DENR for same, which plan shall also require that the building's HVAC system comply with the most current version of the Mechanical Ventilation Section of the Ventilation Chapter of the North Carolina State Building Code (or another standard if DENR has approved one) and, upon DENR's written approval, shall implement the plan to DENR's written satisfaction. If the report determines that any HVAC system in the building is not compliant with the most current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code, or another standard if DENR has approved one, the proponent of the building's use shall, subject to DENR's written approval, take the actions necessary to achieve compliance.

7. Surface water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR, with the exception of stormwater collected on the Brownfields Property by a stormwater collection and management system approved by DENR.

8. 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 on the Brownfields Property without prior sampling and analysis of groundwater to the written satisfaction of 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.

9. 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.

10. 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.

11. No contaminant known to be present in the environmental media at the Brownfields Property, including those listed above in the Tables A and B, may be used or stored at the Brownfields Property other than in *de minimis* amounts for cleaning and other routine housekeeping activities Provided, that such contaminants may be used or stored at the Brownfields Property as constituents of materials present in conjunction with the uses permitted by Land Use Restriction 1 above, if DENR has approved a spill containment plan for such contaminant, and any other measures required by law in connection with the proposed use, storage or disposal are implemented.

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

13. 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.

14. During January of each year after the year in which this Notice is recorded, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update ("LURU") to DENR providing the name, mailing address, telephone and facsimile numbers, and e-mail address of the party submitting the LURU if said party acquired any part of the Brownfields Property during the previous calendar year; and the transferee's name, mailing address, telephone and facsimile numbers, and e-mail address, if the party submitting the LURU transferred any part of the Brownfields Property during the previous calendar year; and certifying that:

a. the Notice of Brownfields Property containing these land use restrictions remains recorded at the Forsyth County Register of Deeds office;

b. these land use restrictions are being complied with;

c. any vapor barrier and venting systems installed at the Brownfields

Property remain intact and are performing as designed (in connection with which certification any measures taken to maintain such performance shall be reported); and

d. any heating, ventilation and air conditioning systems installed at the Brownfields Property continue to comply with the North Carolina State Building Code (or another standard if DENR has approved one).

Alternatively, the obligations of this Land Use Restriction 14 may be discharged on behalf of some or all owners by an association that accepts responsibility for same in a notarized instrument satisfactory to DENR. The Brownfields Property's master development association and master development association documents shall suffice as the required instrument and association, respectively. The instrument shall include the name, mailing address, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is submitted. Failure to provide facsimile numbers and e-mail addresses for particular parties shall be excused if DENR determines that the association has used its best reasonable efforts to obtain same.

For purposes of the land use restrictions set forth above, the DENR point of contact shall be the DENR official referenced in paragraph 34.a. of Exhibit A hereto, at the address stated therein.

ENFORCEMENT

The above land use restrictions shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. The land use restrictions shall be enforced by any owner of the Brownfields Property. The land use restrictions may also be enforced by DENR through the remedies provided in NCGS 130A, Article 1, Part 2 or by means of a civil action; by any unit of local government having jurisdiction over any part of the Brownfields Property; and by any person eligible for liability protection under the Brownfields Property Reuse Act who will lose liability protection if the restrictions are violated. Any attempt to cancel any or all of this Notice without the approval of the Secretary of DENR (or its successor in function), or his/her delegate, shall be subject to enforcement by DENR to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS

When any portion of the Brownfields Property is sold, leased, conveyed or transferred, pursuant to NCGS § 130A-310.35(d) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the Brownfields Property has been classified and, if appropriate, cleaned up as a brownfields property under the Brownfields Property Reuse Act.

IN WITNESS WHEREOF, Prospective Developer has caused this instrument to be duly executed this 18th day of August, 2009.

Piedmont Triad Research Park

By: Douglas L. Edgeton

Name typed or printed: Douglas L Edgeton

Title typed or printed: President

ATTEST:

J. Reid Morgan

Name typed or printed: J. Reid Morgan

Secretary, Piedmont Triad Research Park

NORTH CAROLINA

Forsyth COUNTY

I, Jill O Peters, a Notary Public of the county and state aforesaid, certify that J. Reid Morgan personally came before me this day and acknowledged that he/she is the Secretary of Piedmont Triad Research Park, a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing Notice of Brownfields Property was signed in its name by its _____ and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 25 day of August, 2009.

Jill O Peters

Name: Jill O Peters

Notary Public

My Commission expires: June 11, 2014

Jill O Peters
Notary Public
Forsyth County, NC

[Stamp/Seal]

PTRP Holdings, LLC

By: Douglas L. Edgerton
Name typed or printed: Douglas L. Edgerton
Member/Manager

NORTH CAROLINA
Forsyth COUNTY

I, Jill O Peters, a Notary Public of the county and state aforesaid, certify that Douglas L. Edgerton personally came before me this day and acknowledged that he/she is a Member of PTRP Holdings, LLC, a North Carolina limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Notice of Brownfields Property was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 10 day of August, 2009.

Jill O Peters
Name typed or printed:
Notary Public

My Commission expires: June 11, 2014

Jill O Peters
Notary Public
Forsyth County, NC

[Stamp/Seal]

PTRP Holdings II, LLC

By: Douglas L. Edgeton

Name typed or printed: Douglas L. Edgeton
Member/Manager

NORTH CAROLINA
Forsyth COUNTY

I, Jill O Peters, a Notary Public of the county and state aforesaid, certify that Douglas L. Edgeton personally came before me this day and acknowledged that he/she is a Member of PTRP Holdings II, LLC, a North Carolina limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Notice of Brownfields Property was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 10 day of August, 2009.

Jill O Peters

Name typed or printed:
Notary Public

My Commission expires: June 11, 2014

Jill O Peters
Notary Public
Forsyth County, NC

[Stamp/Seal]

PTRP Holdings III, LLC

By: Douglas L. Edgeton

Name typed or printed: Douglas L. Edgeton
Member/Manager

NORTH CAROLINA
Forsyth COUNTY

I, Jill O Peters, a Notary Public of the county and state aforesaid, certify that Douglas L. Edgeton personally came before me this day and acknowledged that he/she is a Member of PTRP Holdings III, LLC, a North Carolina limited liability company, and its Manager, and that by authority duly given and as the act of the company, the foregoing Notice of Brownfields Property was signed in its name by him/her.

WITNESS my hand and official stamp or seal, this 10 day of August, 2009

Jill O Peters

Name typed or printed:
Notary Public

My Commission expires: June 11, 2014

Jill O Peters
Notary Public
Forsyth County, NC

[Stamp/Seal]

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ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner of a portion of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

R.J. Reynolds Tobacco Company

By: _____

Name typed or printed: Andrew D. Gilchrist

Title typed or printed: Executive Vice President, CFO

ATTEST:

~~Karen J. Williams~~ _____

Name typed or printed: Martin L. Holton

Secretary, R.J. Reynolds Tobacco Company

NORTH CAROLINA

Forsyth COUNTY

I, Karen J. Williams, a Notary Public of the county and state aforesaid, certify that Andrew D. Gilchrist personally came before me this day and acknowledged that he/she is the Secretary of R.J. Reynolds Tobacco Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing Notice of Brownfields Property was signed in its name by its CFO and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 24 day of August, 2009.

_____

Name:

Notary Public

My Commission expires: April 1, 2012

[Stamp/Seal]

KAREN J. WILLIAMS
Notary Public - North Carolina
Davidson County
My Commission Expires April 1, 2012

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As the current owner of a portion of the Brownfields Property, I hereby acknowledge recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

Allegacy Federal Credit Union

By: _____

Name typed or printed: Darryl Worrell

Title typed or printed: COO

ATTEST:

Darryl Worrell

Name typed or printed:

Secretary, Allegacy Federal Credit Union

NORTH CAROLINA

Forsyth COUNTY

I, Eva D Katsoudas, a Notary Public of the county and state aforesaid, certify that Darryl Worrell personally came before me this day and acknowledged that he/she is the Secretary of Allegacy Federal Credit Union, a nonprofit financial cooperative, and that by authority duly given and as the act of the corporation, the foregoing Notice of Brownfields Property was signed in its name by its COO and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 5 day of October, 2009.

EVA D. KATSOUDAS NOTARY PUBLIC FORSYTH COUNTY, N.C.

Eva D Katsoudas

Name: Eva D Katsoudas

Notary Public

My Commission Expires: 3/9/2014

[Stamp/Seal]

APPROVAL AND CERTIFICATION OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

The foregoing Notice of Brownfields Property is hereby approved and certified.

North Carolina Department of Environment and Natural Resources

By: _____ February 16, 2010
Linda M. Culpepper — Date
Deputy Director, Division of Waste Management

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CERTIFICATION OF REGISTER OF DEEDS

The foregoing documentary component of the Notice of Brownfields Property, and the associated plat, are certified to be duly recorded at the date and time, and in the Books and Pages, shown on the first page hereof.

Register of Deeds for Forsyth County

By: _____ 2-22-10
Name typed or printed: S Griffith — Date
~~Deputy~~/Assistant Register of Deeds

BROWNFIELDS AGREEMENT - EXHIBIT A to the Notice of Brownfields Property

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: PTRP Holdings, LLC; PTRP Holdings II, LLC; PTRP Holdings III, LLC; and Piedmont Triad Research Park

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT	)	Former RJR Site
OF 1997, N.C.G.S. § 130A-310.30, et seq.	)	Multiple Addresses
NCBP Project # 09046-05-34	)	Winston-Salem, Forsyth County

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina Department of Environment and Natural Resources ("DENR") on one hand and by PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park on the other, pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, et seq. (the "Act"), and constitutes an order within the meaning of N.C.G.S. § 130A-22. All four (4) entities are hereinafter referenced collectively as the "Parties." For purposes of all provisions of this Agreement giving DENR a right of approval or disapproval, "DENR" refers to its Brownfields Program.

PTRP Holdings, LLC, PTRP Holdings II, LLC and PTRP Holdings III, LLC are North Carolina manager-managed North Carolina limited liability companies whose business address is Medical Center Boulevard, Winston-Salem, NC 27157, whose sole member is Wake Forest University Health Sciences, and whose managers are the following three officers of that entity: William B. Applegate, M.D., Douglas L. Edgeton and Terry L. Hales, Jr. Piedmont Triad Research Park is a North Carolina nonprofit corporation whose business address is Medical Center Boulevard, Winston-Salem, NC 27157 and whose sole member is Wake Forest University Health Sciences. This Agreement concerns approximately 49.02 acres in Winston-

Salem, North Carolina that are bordered to the north by Martin Luther King, Jr. Drive, to the south by 3rd Street, to the east by U.S. Highway 52 and to the west by North Main Street. In conjunction with the development of the planned Piedmont Triad Research Park, PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park intend to redevelop the subject property as permitted in subparagraph 14.a. below. The site was most recently used as a R.J. Reynolds Tobacco Company ("RJR") cigarette manufacturing facility where ancillary uses also occurred. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1. **PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park hereby acknowledge that they will be jointly and severally responsible for any liability incurred by the Prospective Developer, as defined in paragraph 2 below, pursuant to this Agreement.**

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DENR's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park for contaminants at the property which is the subject of this Agreement.

The Parties agree that the entry of PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park into this Agreement, and the actions undertaken by them in accordance with the Agreement, do not constitute an admission of any liability by them.

The resolution of this potential liability, in exchange for the benefit PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park shall provide to DENR, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in N.C.G.S. 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement. It is depicted in Exhibit 1 to the Agreement, and the parcels comprising it are listed in Exhibit 2.

2. "Prospective Developer" shall mean PTRP Holdings, LLC, PTRP Holdings II, LLC, PTRP Holdings III, LLC and Piedmont Triad Research Park.

III. STATEMENT OF FACTS

3. The Property comprises 49.02 acres. Prospective Developer has committed itself to redevelopment of it for no uses other than those set forth in subparagraph 14.a. below.

4. The Property is bordered to the north by Martin Luther King Jr. Drive, to the south by 3rd Street, to the east by U.S. Highway 52 and to the west by N. Main Street.

5. Prospective Developer obtained or commissioned the following reports, referred to hereinafter as the "Environmental Reports," regarding the Property:

Title	Prepared by	Date of Report
Environmental Evaluation	Westinghouse Environmental and Geotechnical Services	October 1989
Environmental Subsurface Investigation, R.J. Reynolds Downtown Complex	Westinghouse Environmental and Geotechnical Services	February 1990

Phase I Environmental Site Assessment, Various Properties, Piedmont Triad Research Park	ERM NC, PC	August 2002
R.J. Reynolds Properties Phase I Environmental Site Assessment, Various Downtown Parcels, Winston-Salem, North Carolina	ERM NC, PC	November 2004
Brownfields Phase II Soil and Ground Water Assessment, Piedmont Triad Research Park – Northern District, Winston-Salem, North Carolina	ERM NC, PC	May 2006
Receptor Survey	ERM NC, PC	May 2006
Phase I Environmental Site Assessment, Bailey Power Plant, Fourth St. & Patterson Ave., Winston-Salem, North Carolina	S&ME, Inc.	January 14, 2008
Phase I Environmental Site Assessment, R.J. Reynolds Tobacco Parking Lot D-2 Linden Street, Forsyth County Block 6372, Lot 2 Winston-Salem, Forsyth County, North Carolina	ERM NC, PC	August 2008
R.J. Reynolds Tobacco Parking Lot Properties North Main Street to Patterson Avenue and East 5th Street to East 6th Street, Winston-Salem, North Carolina	ERM NC, PC	August 2008

6. For purposes of this Agreement, DENR relies on these representations by Prospective Developer as to use and ownership of the Property: The Property, which was initially used residentially and then industrially, has been in use for more than 100 years. RJR formerly owned the Property, some of it since the mid-1920s, except Lots H & K of Tax Block 34 (455 N. Patterson Avenue and 410 East Fifth Street), which were conveyed to PTRP Holdings, LLC by

Annie Ruth Cox, Clarice Snyder Waddell and husband Raymond L. Waddell on June 26, 2008 via deed recorded in Book 2840, Page 3907, Forsyth County Registry. RJR generally used the Property in the manufacture of cigarettes. Ancillary to its cigarette manufacturing operations, RJR used portions of the Property for vehicle maintenance, supply and warehousing, as well as for power plant operations and parking lots. Portions of the Property are still in use for vehicle maintenance, warehousing, steam generation and parking.

7. The most recent environmental sampling at the Property reported in the Environmental Reports occurred in November 2005. The following tables set forth, for contaminants present at the Property above current unrestricted use standards, the maximum concentration found at each sample location and the applicable standard:

a. Groundwater contaminants (in micrograms per liter, the equivalent of parts per billion), the standards for which are in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202:

Groundwater Contaminant	Sample Location	Sampling Date of Highest Concentration	Highest Concentration (µg/L)	Most Recent Conc. (µg/L)	Unrestricted Use Standard [1] (µg/L)
benzene	TMW-15	12/2/05	3.0	3.0	1
	TMW-17	12/1/05	9.4	9.4	
	TMW-20	12/2/05	2.9	2.9	
tetrachloroethene	TMW-15	12/2/05	1.5	1.5	0.7
naphthalene	TMW-15	12/2/05	1,400	1,400	21
	TMW-17	12/1/05	340	340	
2-methylnaphthalene	TMW-15	12/2/05	160	160	14
	TMW-17	12/1/05	19	19	

[1] for Class GA groundwaters, from North Carolina Administrative Code, Title 15A, Subchapter 2L, Rule .0202

b. Soil contaminants (in milligrams per kilogram, the equivalent of parts per

million), the standards for which are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section:

Soil Contaminant	Sample Location	Sample Depth (feet)	Date of Sampling	Concentration (mg/kg)	Unrestricted Use Standard [1] (mg/kg)
Diesel-Range Total Petroleum Hydrocarbons	SB-9	12	11/29/05	3,100	10
	TMW-8	3-4	11/23/05	270	
	TMW-9	2.5-3.5	11/23/05	600	
	TMW-20	5	11/29/05	2,600	
Total Chromium (includes III and VI)	TMW-7	6-8	11/21/05	34	44
	TMW-11	25-26	11/29/05	48	
	TMW-15	3	11/29/05	32	
Lead	TMW-4	9-10	11/22/05	490	400
Thallium	TMW-11	25-26	11/29/05	2.7	1.04

[1] Soil Remediation Goals in *Guidelines for Assessment and Cleanup* of Inactive Hazardous Sites Branch of DENR's Superfund Section or General Action Level for total petroleum hydrocarbons in *Underground Storage Tank Section Guidelines for Site Checks, Tank Closure and Initial Response and Abatement* of Branch of DENR's UST Section.

8. For purposes of this Agreement DENR relies on Prospective Developer's representations that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Letter of Intent dated April 26, 2005, purchasing (on the part of one or more of the entities comprising Prospective Developer) the parcels comprising the Property since October 16, 2005, and taking an active role in marketing the Property to potential future buyers/users.

9. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has

substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

b. as a result of the implementation of this Agreement, the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

c. Prospective Developer's reuse of the Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and

e. Prospective Developer has complied with all applicable procedural requirements.

10. Prospective Developer has paid the $2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and shall make a payment to DENR of $3,500 at the time Prospective Developer and DENR enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that the second payment shall constitute, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement.

IV. BENEFIT TO COMMUNITY

11. The redevelopment of the Property proposed herein would provide the following public benefits:

a. an increase in the Property's productivity.

b. a spur to additional community redevelopment, through improved neighborhood appearance and otherwise;

c. the creation of approximately 3,000 jobs;

d. increased tax revenue for affected jurisdictions; and

e. "smart growth" through use of land in an already developed area, which avoids development of land beyond the urban fringe ("greenfields").

V. WORK TO BE PERFORMED

12. Within 90 days after the effective date of this Agreement, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within ten days of receiving such notification to refrain from such abandonment, Prospective Developer shall effect said abandonment and shall, within 30 days after concluding such abandonment, provide DENR a report setting forth the procedures and results.

13. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is not requiring Prospective Developer to perform any active remediation at the Property.

14. By way of the Notice of Brownfields Property referenced below in paragraph 19, Prospective Developer shall impose the following land use restrictions under the Act, running

with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DENR shall be understood to include any successor in function. The restrictions shall not apply to any portion of the Brownfields Property until such time as the Prospective Developer takes title to said portion, and are as follows:

a. Without DENR's advance written approval, no use may be made of the Property other than for bio-technology research facilities, offices, retail outlets, public open areas, high-density residences, performance/concert halls, hotels, community centers, swimming pools, parking, schools and, if DENR issues prior written approval, any uses not listed above that are allowed by the Master Plan, North District of the Piedmont Triad Research Park, dated April 28, 2008. For purposes of this restriction, the following definitions apply:

i. "Bio-technology research facilities": facilities housing critical and exhaustive investigation, experimentation and education in the field of bio-technology, devoted to the discovery of new facts and their correct interpretation, the revision of accepted conclusions, theories or laws in light of newly discovered facts, and the practical applications of such new or revised conclusions, theories or laws.

ii. "Offices": places where business or professional services are rendered.

iii. "Retail outlets": businesses that sell goods directly to consumers; the term includes restaurants.

iv. "Public open areas": golf courses, tennis courts, ball fields, ball courts, playgrounds and other unenclosed recreation sites that are approved in writing by DENR

in advance, as well as landscaped or natural areas.

v. "High-density residences": structural units used as permanent dwellings that are attached to each other with common walls (such as condominiums, apartments, group homes, dormitories or boarding houses) and whose occupants share privileges, and in some cases ownership, regarding property outside said units.

vi. "Performance/concert halls": indoor or outdoor facilities suitable for the presentation of artistic and or musical productions, which facilities may be constructed below the ground surface only with DENR's advance written approval.

vii. "Hotels": buildings containing more than four individual rooms that provide overnight lodging facilities and reservation, cleaning, utilities and on-site management and reception services for paying customers.

viii. "Community centers": structures, with associated public open areas as defined above, that are approved in writing by DENR in advance and that are used for educational, civic, recreational, athletic, or other gatherings and activities.

ix. "Swimming pools": indoor or outdoor facilities designed to contain water for swimming and constructed in locations and in conformance with a design approved in writing in advance by DENR. Groundwater from the Property shall not be used in swimming pools, and non-municipal water shall only be used in any swimming pool on the Property with advance written DENR approval.

x. "Parking": an area designed and designated for temporary

accommodation of motor vehicles above- or below-ground, for a fee or as a service.

xi. "Schools": institutions providing elementary school, middle school, junior high school, high school, collegiate, graduate or post-graduate education, as well as pre-school/child daycare services if the location, layout and design of such services are approved in writing in advance by DENR.

b. Any soil contamination discovered on the Property prior to, during or after redevelopment, as defined by DENR, shall be assessed by an individual who DENR determines is qualified as a Registered Site Manager pursuant to North Carolina Administrative Code, Title 15A, Subchapter 13C, Rule .0304. If DENR determines that additional sampling is necessary, such sampling shall be conducted in a manner and to an extent approved in writing in advance by DENR in general accordance, as determined by DENR, with field procedures and laboratory testing methodologies described in the most current version of Appendices A and B of the Guidelines for Assessment and Cleanup of the Inactive Hazardous Sites Program of DENR's Superfund Section (unless otherwise provided herein), and soil assessment reports satisfactory to DENR shall be submitted to DENR not more than 30 days following completion of such assessment activities.

c. Any soil contamination discovered on the Property prior to, during or after redevelopment, as defined by DENR, that DENR determines requires remediation based on review of soil assessment reports, shall, prior to when DENR determines redevelopment of the affected portion(s) of the Property is complete, be remediated in a manner approved by, and to the written satisfaction of, DENR, in general accordance, as determined by DENR, with field

procedures and laboratory testing methodologies described in the most current version of the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, and soil remediation reports satisfactory to DENR shall be submitted to DENR not more than 60 days following completion of such remediation activities.

d. Contamination on the Property that falls within the jurisdiction of DENR's Underground Storage Tank ("UST") Section shall be addressed in accordance with the applicable provisions of law and the Guidelines of the UST Section, and copies of all reports and correspondence relating to such contamination, including any No Further Action letters issued by the UST Section, shall be submitted to DENR within seven (7) days after the date of the report or correspondence.

e. No buildings containing indoor space may be constructed on the Property until DENR has been consulted regarding the proximity of the planned building to groundwater contamination at the Property. If DENR determines that the footprint of a building proposed to be constructed on the Property would fall within 100 feet of such contamination, it may not be constructed without:

i. a vapor barrier system and sub-slab vapor venting system, or other vapor mitigation system, approved in advance in writing by DENR, within 30 days after installation of which DENR shall be provided certification of proper installation under seal of a professional engineer licensed in North Carolina, as well as photographs illustrating the installation and a brief narrative describing it; or

ii. an assessment of the risk posed by soil gas to potential users of the building that demonstrates to DENR's written satisfaction that no vapor barrier, sub-slab venting nor mitigation system is required.

f. No building appearing on the plat component of the Notice referenced in paragraph 19 below that contains indoor space may be used until DENR receives a report, sealed by a professional engineer licensed in North Carolina, regarding an inspection in accordance with a plan approved in writing in advance by DENR that evaluates the possibility of vapor entering the building and whether any heating, ventilation and air conditioning ("HVAC") system in the building complies with the most current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code, or another standard approved in writing in advance by DENR. If the inspection finds the possibility of vapor entering the building, the report shall identify the possible entrances, such as sumps, floor drains, foundation cracks, holes in flooring, gaps around pipes and utility lines, and cracks in walls. If DENR determines that the possible entrances need to be addressed, the proponent of the building's use shall submit a plan to DENR for same, which plan shall also require that the building's HVAC system comply with the most current version of the Mechanical Ventilation Section of the Ventilation Chapter of the North Carolina State Building Code (or another standard if DENR has approved one) and, upon DENR's written approval, shall implement the plan to DENR's written satisfaction. If the report determines that any HVAC system in the building is not compliant with the most current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code, or another standard if DENR

has approved one, the proponent of the building's use shall, subject to DENR's written approval, take the actions necessary to achieve compliance.

g. Surface water at the Property may not be used for any purpose without the prior written approval of DENR, with the exception of stormwater collected on the Property by a stormwater collection and management system approved by DENR.

h. 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 on the Property without prior sampling and analysis of groundwater to the written satisfaction of 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.

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

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

k. No contaminant known to be present in the environmental media at the Property, including those listed in paragraph 7 of this Agreement, may be used or stored at the Property other than in *de minimis* amounts for cleaning and other routine housekeeping activities.

Provided, that such contaminants may be used or stored at the Property as constituents of materials present in conjunction with the uses permitted by subparagraph 14.a. above, if DENR has approved a spill containment plan for such contaminant, and any other measures required by law in connection with the proposed use, storage and disposal are implemented.

l. The Property may not be used for agriculture, grazing, timbering or timber production.

m. No party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the 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 Property.

n. During January of each year after the year in which the Notice referenced below in paragraph 19 is recorded, the then current owner of any part of the Property shall submit a notarized Land Use Restrictions Update ("LURU") to DENR providing the name, mailing address, telephone and facsimile numbers, and e-mail address of the party submitting the LURU if said party acquired any part of the Property during the previous calendar year; and the transferee's name, mailing address, telephone and facsimile numbers, and e-mail address, if the party submitting the LURU transferred any part of the Property during the previous calendar year; and certifying that:

i. the Notice of Brownfields Property containing these land use restrictions remains recorded at the Forsyth County Register of Deeds office;

ii. these land use restrictions are being complied with;

iii. any vapor barrier and venting systems installed at the Property remain

intact and are performing as designed (in connection with which certification any measures taken to maintain such performance shall be reported); and

iv. any heating, ventilation and air conditioning systems installed at the Property continue to comply with the North Carolina State Building Code (or another standard if DENR has approved one).

Alternatively, the obligations of this subparagraph 14.n. may be discharged on behalf of some or all owners by an association that accepts responsibility for same in a notarized instrument satisfactory to DENR. The Property's master development association and master development association documents shall suffice as the required instrument and association, respectively. The instrument shall include the name, mailing address, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is submitted. Failure to provide facsimile numbers and e-mail addresses for particular parties shall be excused if DENR determines that the association has used its best reasonable efforts to obtain same.

15. The desired result of the above-referenced conditional soil assessment and/or remediation, and land use restrictions, is to make the Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

16. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are those pertaining to field procedures and laboratory testing in the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, as embodied in their most current version.

17. The consequences of achieving or not achieving the desired results will be that the uses to which the Property is put are or are not suitable for the Property while fully protecting

public health and the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

18. In addition to providing access to the Property pursuant to subparagraph 14.m. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except to the extent set forth in this Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

19. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Forsyth County, North Carolina register of deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

20. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Forsyth County land records, Book 2933 Page 3508." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.

21. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound & Transfer/Assignment Notice) of this Agreement.

VII. DUE CARE/COOPERATION

22. The Prospective Developer shall exercise due care at the Property with respect to regulated substances and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. §§

130A-310.1 and 143-215.84, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

23. By entering into this agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than those committed to in the Brownfields Letter of Intent dated April 26, 2005 by which it applied for this Agreement, as amended herein. Those uses are as set forth in subparagraph 14.a. above. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any regulated substances at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

IX. DENR'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

24. **As noted above, the entities comprising the Prospective Developer acknowledge that they will be jointly and severally responsible for any liability incurred by any of them pursuant to this Agreement.** Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

a. The Prospective Developer fails to comply with this Agreement.

b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property,

remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.

c. A land use restriction set out in the Notice of Brownfields Property required under N.C.G.S. § 130A-310.35 is violated while the Prospective Developer owns the Property, in which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.

d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or

in the vicinity of the Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Property fully protective of public health and the environment as planned in this Agreement.

g. The Department obtains new information about a contaminant associated with the Property or exposures at or around the Property that raises the risk to public health or the environment associated with the Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under N.C.G.S. § 130A-310.35.

25. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.

26. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, N.C.G.S. § 113A-1, et seq.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

27. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this

Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND & TRANSFER/ASSIGNMENT NOTICE

28. This Agreement shall apply to and be binding upon DENR, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

29. Within one (1) week after the first day of each February and August following the effective date of this Agreement, Prospective Developer shall provide in writing to DENR the name, mailing address, telephone and facsimile numbers, and e-mail address of any parties to whom Prospective Developer has transferred or assigned any interest in the Property since the last report. Failure to provide facsimile numbers and e-mail addresses for particular parties shall be excused if DENR determines that Prospective Developer has used its best reasonable efforts to obtain same.

XII. DISCLAIMER

30. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR that the Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of N.C.G.S. § 130A-310.37.

31. Except for N.C.G.S. § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are

conferred or imposed upon any other person.

XIII. DOCUMENT RETENTION

32. The Prospective Developer agrees to retain and make available to DENR all records and documents related in any way to Prospective Developer's improvements to, maintenance of and operations on the Property, including without limitation all activities undertaken pursuant to Section V (Work to be Performed) and land-disturbing activities at the Property, and records and documents in Prospective Developer's possession pertaining to environmental conditions at the Property, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of six (6) years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR. Any claim of confidentiality regarding copies of any records and documents that come into DENR's possession hereunder shall be governed by N.C.G.S. Chapter 132.

XIV. PAYMENT OF ENFORCEMENT COSTS

33. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed), it shall be liable for all reasonable litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

34. Unless otherwise required by DENR, or a Party notifies the other Party in writing of a change in contact information, all notices and submissions pursuant to this Agreement shall be sent by prepaid first class U.S. mail, as follows:

a. for DENR:

Tony Duque
N.C. Division of Waste Management
Brownfields Program
401 Oberlin Road, Suite 150
Raleigh, NC 27605

b. for Prospective Developer:

J. Reid Morgan
Wake Forest University Legal Department
Room 214, Reynolds Hall
1834 Wake Forest Road
Winston-Salem, NC 27106

Prospective Developer shall also send LURUs (see subparagraph 14.n. above), concurrently with sending them to DENR, to the Directors of Forsyth County's Environmental Affairs and Health Departments. Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

35. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

36. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s)

in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

37. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DENR or any other person in relation to the Property.

38. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DENR in writing no later than 60 days prior to the initiation of such suit or claim.

39. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DENR in writing within 10 days of service of the complaint on it.

XIX. PUBLIC COMMENT

40. This Agreement shall be subject to a public comment period of at least 30 days starting the day after publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by N.C.G.S. § 130A-310.34 in the North Carolina Register, or the day after publication of the same in a newspaper of general circulation serving the area in which the Property is located, whichever occurs later. After expiration of that period, or following a public meeting if DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations

which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
By: _____ February 16, 2010
Linda M. Culpepper — Date
Deputy Director, Division of Waste Management

IT IS SO AGREED:
PTRP HOLDINGS, LLC; PTRP HOLDINGS II, LLC; PTRP HOLDINGS III, LLC
By: _____ 2/19/10
William B. Applegate, M.D. — Date
Manager

_____ 2/19/10
Douglas L. Edgerton — Date
Manager

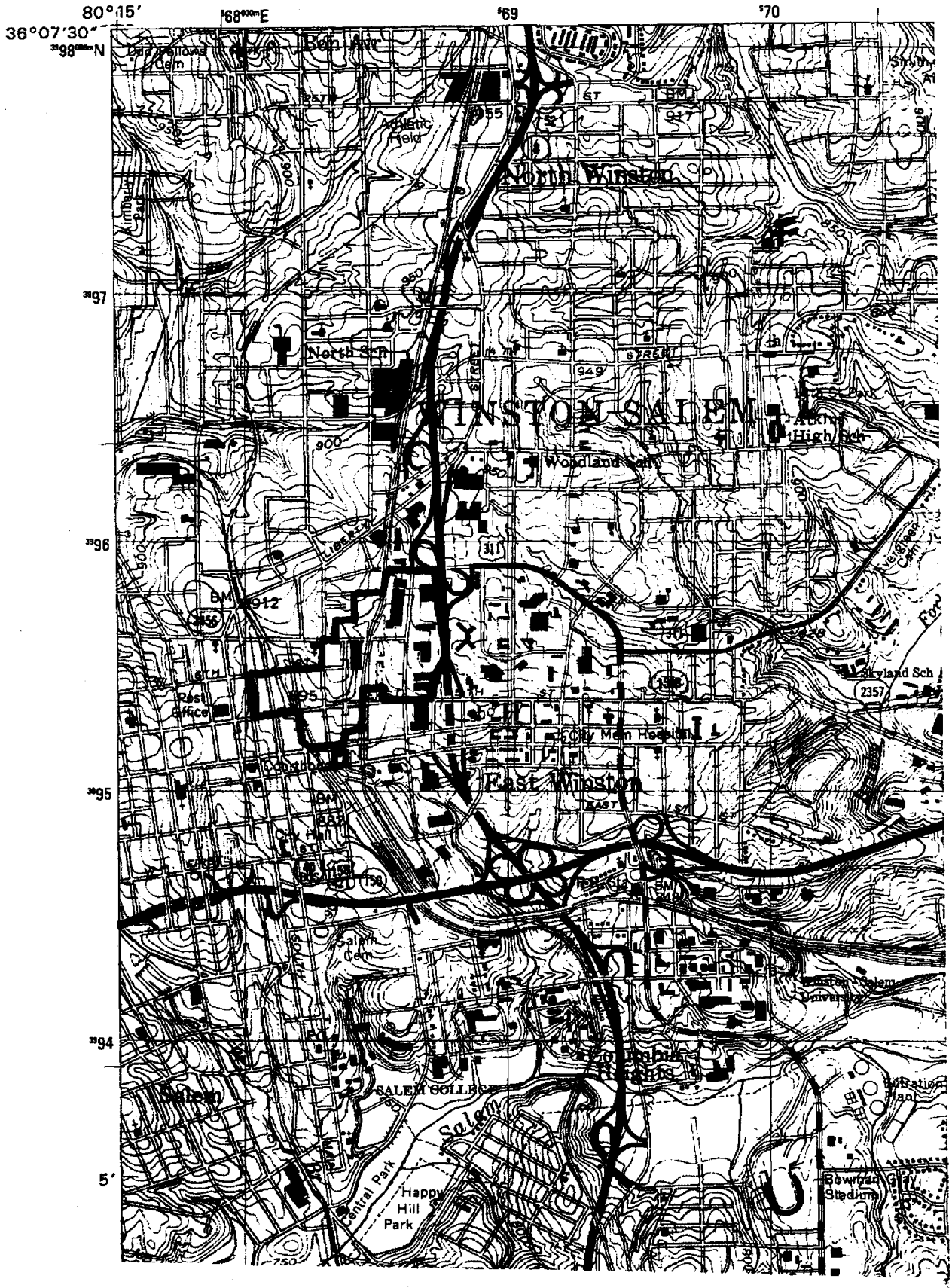
_____ 2/19/10
Terry L. Hales, Jr. — Date
Manager

IT IS SO AGREED:
PIEDMONT TRIAD RESEARCH PARK
By: _____ 2/19/10
Douglas L. Edgerton, President — Date

EXHIBIT 1

USGS
science for a changing world

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street

EXHIBIT 2

TAX AND ADDRESS INFORMATION FOR NORTHERN DISTRICT

Lots 101, 103 & 104 of Tax Block 17 located at 623 Patterson Avenue

Lot 201 of Tax Block 18 located at 601 Vine Street

Lot 301 of Tax Block 19 located at 401 E. Fifth Street

Lots 101, 103, 104, 105, 106, 107, 108, 109, 215A, 217 & 218 of Tax Block 20 located at 216 E. Sixth Street

Lots 101, 104, 106, 132 & 133 of Tax Block 21 located at 525 E. Sixth Street and 501 N. Church Street

Lots 67, 69, 70, 101, 102, 103 & 104 of Tax Block 22 located at 531 N. Main Street

Lots 101, 102, 103, 104, 105, 106, 222 & 223 of Tax Block 33 located at 450 N. Patterson Ave.

Lots A, D, E, F, G, H/K, J, 20A, 101, 102, 103, 105 & 201 of Tax Block 34 located at 455 N. Patterson Ave., 410 E. Fifth Street and 420 Vine Street

Lots 240, 241, 242 & 243 of Tax Block 35 located at 403 Vine Street

Lot 205 of Tax Block 208 located at 315 E. Seventh Street

Lot 2 of Tax Block 6372 located at 580 Linden Street

Lot 3 of Tax Block 6372 located at 590 Linden Street

Lot 148 of Tax Block 9998 located at 501 E. Seventh Street

Lot 701 of Tax Block 9998 located at 851 Linden Street

Exhibit B- sheet 1 of 6

Book 2933 Page 3552

SURVEYOR

I, DAVID J. SGROI, certify that this plat was drawn under my supervision from (an actual survey made under my supervision) (deed description recorded in Book ____, Page ____) that the ratio of precision as calculated is 1: 15,000 + that the boundaries not surveyed are clearly indicated as broken lines.

Witness my original signature, registration number and Seal this 18th day of JULY A.D. 2009

David J. Sgroi
Surveyor

L-3681
Registration Number

NORTH CAROLINA PROFESSIONAL SEAL L-3681 LAND SURVEYOR DAVID J. SGROI

CERTIFICATE OF PURPOSE OF PLAT

NOTE: THIS SURVEY IS OF THE FOLLOWING CATEGORY AS DESCRIBED IN G.S. 47-30(F)(11):

(d) that the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

PLANNING DEPARTMENT/REVIEW OFFICER
FINAL SUBDIVISION PLAT APPROVAL

This is to certify that this plat meets the recording requirements of the Unified Development Ordinance Subdivision Regulations for Winston-Salem/ Forsyth County.

I, _____, Review Officer of Forsyth County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Approved _____
Director of Planning/Review Officer

this the _____ Day of _____ 2010
Forsyth County, North Carolina

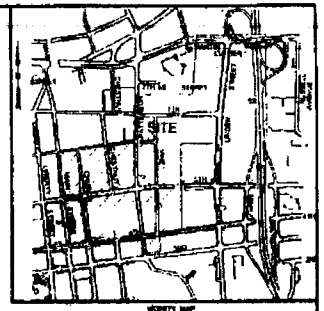
The Undersigned Hereby Acknowledge that I am (we are) the owners of the property shown and described hereon and that I (we) hereby adopt this plan and subdivision with my (our) free consent and upon approval by the City-County Planning Board of Winston-Salem and Forsyth County authorize that this plat be recorded in the office of the Register of Deeds of Forsyth County.

PTRP HOLDINGS LLC.

PIEDMONT TRIAD RESEARCH PARK

R.J. REYNOLDS TOBACCO COMPANY

ALLEGACY FEDERAL CREDIT UNION



VICINITY MAP
N.T.S.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 82°34'01" E	40.01'
L2	S 82°34'01" W	5.85'
L3	S 27°33'51" E	111.21'
L4	S 28°14'10" E	104.58'
L5	S 19°12'31" E	180.02'
L6	N 82°34'01" E	7.83'
L7	S 18°47'28" E	100.64'
L8	S 18°50'48" E	101.48'
L9	N 82°32'31" E	109.36'
L10	S 66°48'19" W	108.48'
L11	S 82°34'01" W	98.34'
L12	S 82°43'48" E	80.28'
L13	N 07°25'47" E	90.50'
L14	N 82°34'01" E	153.27'
L15	N 09°28'15" W	33.28'
L16	S 82°27'48" E	67.34'
L17	S 82°27'48" E	149.86'
L18	S 82°36'41" E	123.72'
L19	S 00°03'45" W	184.41'
L20	N 82°34'18" W	3.82'
L21	N 82°34'18" W	4.41'
L22	S 07°41'57" W	80.77'
L23	S 82°26'12" E	37.81'
L24	N 00°03'40" E	126.58'
L25	N 82°36'08" E	46.65'
L26	N 82°36'53" E	5.74'
L27	N 24°31'32" W	63.80'
L28	S 06°56'23" E	161.01'
L29	N 82°34'53" E	50.14'
L30	S 17°54'03" E	80.64'
L31	N 82°07'27" E	77.21'
L32	S 05°21'31" E	80.02'
L33	N 82°00'35" E	50.41'
L34	S 07°59'39" E	59.87'
L35	S 09°11'25" E	97.34'
L36	N 80°20'47" E	30.52'
L37	N 00°03'52" W	38.86'
L38	S 16°10'46" E	47.30'
L39	N 82°27'48" W	126.34'
L40	S 82°34'01" W	82.88'
L41	N 09°28'15" W	30.31'
L42	N 82°34'01" E	44.57'
L43	S 82°01'27" E	47.89'
L44	N 09°28'15" E	132.96'
L45	N 24°10'13" E	78.35'
L46	S 82°11'17" E	28.70'
L47	N 79°23'31" W	28.52'
L48	S 17°28'11" W	73.77'
L49	S 16°10'16" W	63.15'
L50	S 79°43'14" W	13.71'
L51	N 24°31'32" E	12.32'
L52	N 82°34'01" E	28.17'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	23.89'	21.49'	N 43°27'48" E	91°15'51"
C2	15.00'	23.22'	20.43'	S 48°06'04" E	88°41'58"
C3	15.00'	24.46'	21.84'	S 43°39'19" E	93°26'06"
C4	700.63'	139.49'	139.27'	N 81°12'19" E	11°24'01"
C5	738.01'	67.63'	67.60'	N 11°46'36" W	05°14'35"
C6	15.00'	25.12'	22.48'	S 61°17'53" E	95°56'50"
C7	15.00'	21.36'	19.77'	S 46°28'47" W	81°35'48"
C8	930.00'	348.81'	347.75'	S 06°17'49" W	21°53'04"
C9	14.87'	23.89'	21.40'	N 42°43'48" W	92°03'19"

1. TOTAL AREA 49±ac2 ACRES.
2. SITE IS SUBJECT TO ALL EASEMENTS, R/W AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THE SURVEY.
3. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED
4. ALL BEARINGS ARE GRID BEARINGS.
5. AREA COMPUTED BY COORDINATE GEOMETRY.
6. THE AREAS AND TYPES OF CONTAMINATION DEPICTED HEREON ARE APPROXIMATE DERIVED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF FILING.
7. UNDERGROUND UTILITIES NOT SHOWN
8. THE PURPOSE OF THIS PLAT IS FOR THE " NOTICE OF BROWNFIELDS PROPERTY " ONLY.
9. PURPOSE OF THIS MAP IS TO SHOW ENVIRONMENTAL INFORMATION BASED ON AN OUTSIDE CONSULTANT. SGROI LAND SURVEYING NOT RESPONSIBLE FOR THE GENERATION OF THE PROVIDED ENVIRONMENTAL DATA ON THIS PLAT.
10. SUBJECT PROPERTY IS ZONED CI.

Approved _____ for the purposes of N.C.G.S. - 130A-310.35

Linda M. Culpepper, Deputy Director
Division of Waste Management
N.C. Department of Environment and Natural Resources
State of North Carolina
County of Wake

EXHIBIT B to the Notice of Brownfields Property

SURVEY PLAT – OWNERS

PIEDMONT TRIAD RESEARCH PARK

Lots 101, 103 & 104 of Tax Block 17 – 623 Patterson Avenue
Lot 201 of Tax Block 18 located – 601 Vine Street
Lot 301 of Tax Block 19 located – 401 E. Fifth Street
Lots 240, 241, 242 & 243 of Tax Block 35 located at 403 Vine Street
Lot 205 of Tax Block 208 located at 315 E. Seventh Street
Lot 3 of Tax Block 6372 located at 590 Linden Street

PTRP HOLDINGS LLC.

Lot H & K of Tax Block 34 – 420 Vine Street
Lot 2 of Tax Block 6372 located at 580 Linden Street

R.J. REYNOLDS TOBACCO COMPANY

Lots 101, 103, 104-109, 215A, 217 & 218 of Tax Block 20 located at 216 E. Sixth Street
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Lot 148 of Tax Block 9998 located at 501 E. Seventh Street
Lot 701 of Tax Block 9998 located at 851 Linden Street

ALLEGACY FEDERAL CREDIT UNION

Lot 201 of Tax Block 34 located 410 E. Fifth Street.

SPECIAL NOTE

According to Forsyth County governmental rules and regulations, any plat recorded in the public records must be signed by the owners of the properties which are the subject of the plat. The land use restrictions referenced in the Notice of Brownfields Property recorded contemporaneously herewith shall not apply to any portion of the Brownfields Property until such time as Prospective Developer takes title to said portion.

Filed for registration at ____ O'clock ____ M
_____ 2009 and
Recorded in plat book ____ page ____
C. Norman Holleman, Register of Deeds
filing fee $21.00 paid

By _____
Deputy-Assistant

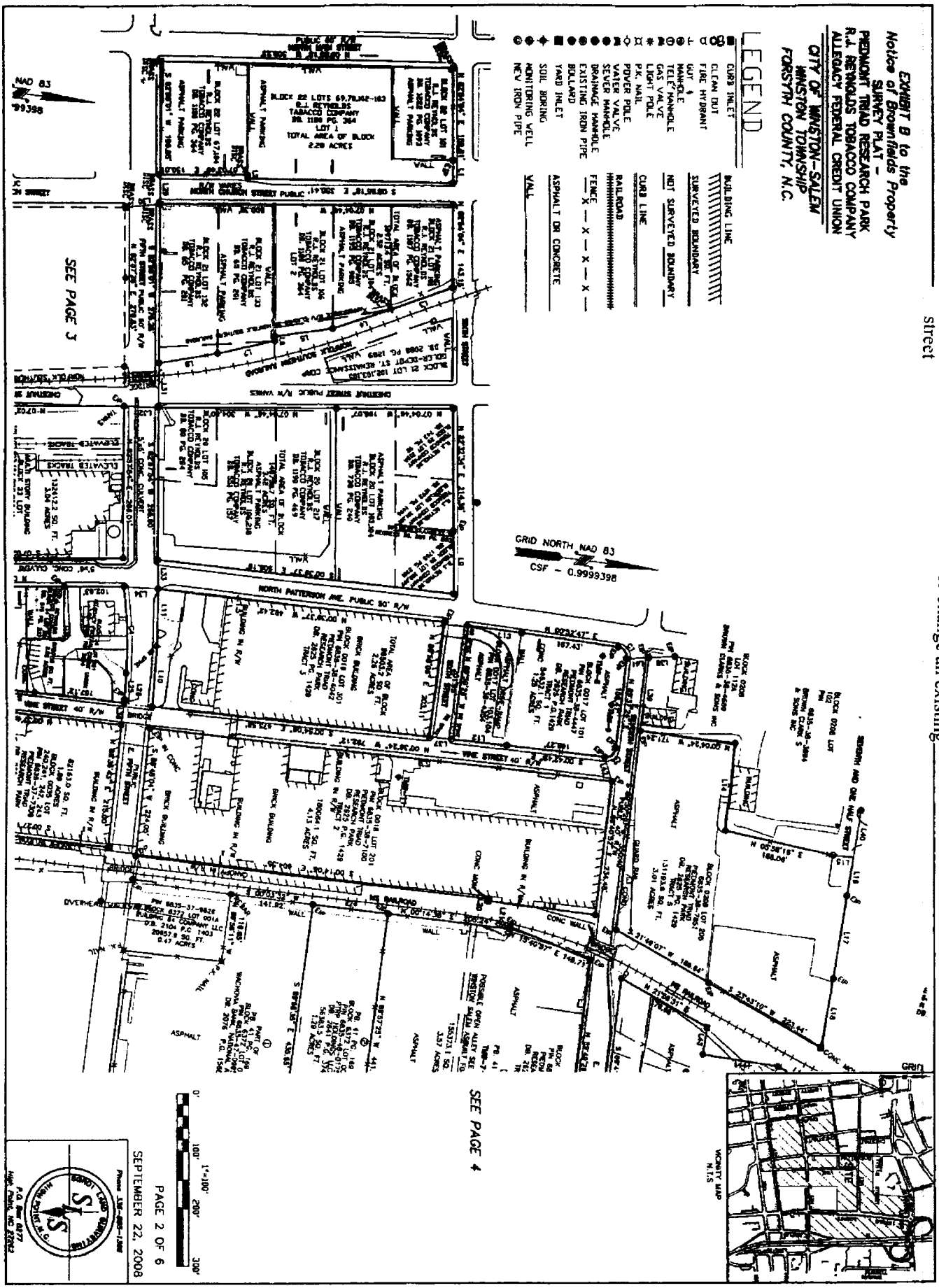
#2008137
PAGE 1 OF 6
SEPTEMBER 22, 2008

THIS PAGE SHALL SERVE AS THE CERTIFICATIONS FOR THESE PAGES 1-6. PLAT INCOMPLETE IF PAGES PAGES 1-6 NOT PRESENT.

CITY OF WINSTON-SALEM
WINSTON TOWNSHIP
FORSYTH COUNTY, N.C.

Phone 336-885-1288
SLS
P.O. Box 6877
High Point, NC 27262

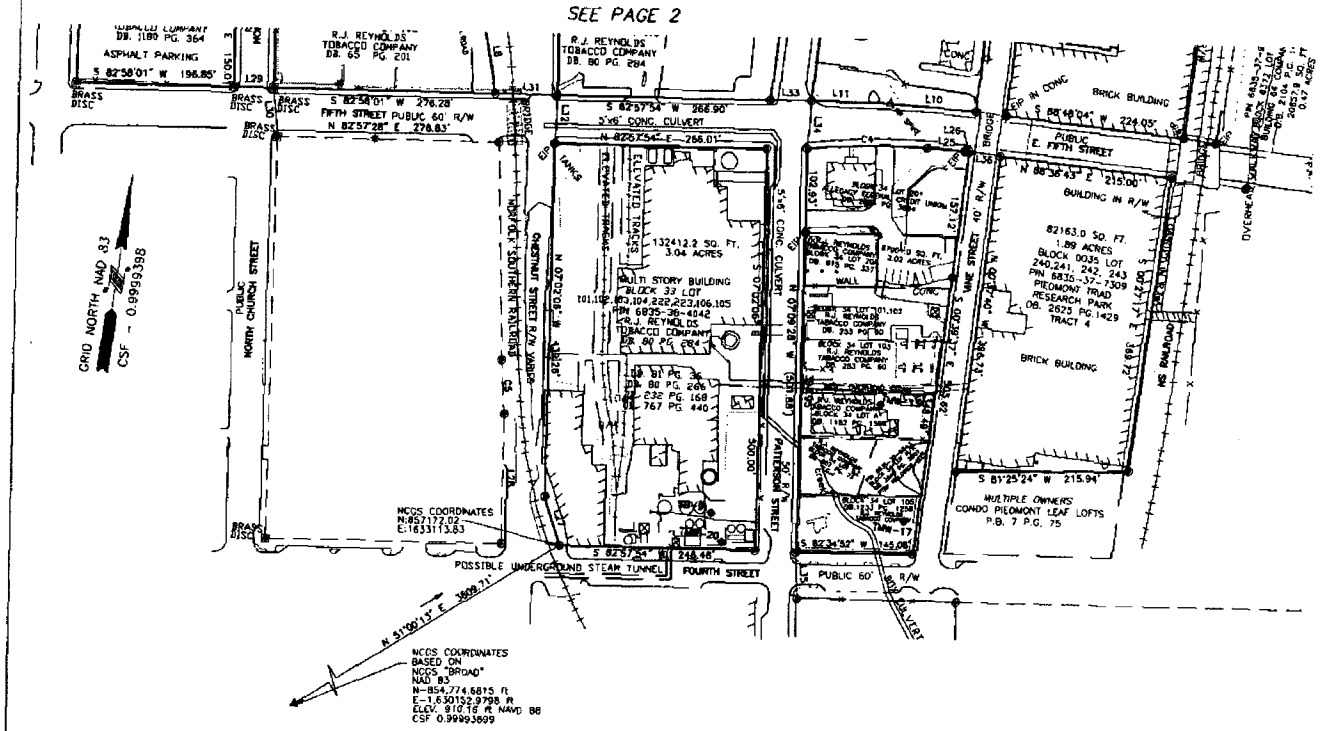
Exhibit B- sheet 2 of 6

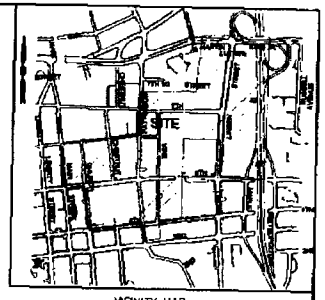


This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street

Exhibit B-sheet 3 of 6

This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street





LEGEND

- BUILDING LINE
- SURVEYED BOUNDARY
- NOT SURVEYED BOUNDARY
- CURB LINE
- RAILROAD
- FENCE
- ASPHALT OR CONCRETE
- WALL
- CURB INLET
- CLEAN OUT
- FIRE HYDRANT
- GUY
- MANHOLE
- TELE MANHOLE
- GAS VALVE
- LIGHT POLE
- PK NAIL
- POWER POLE
- WATER VALVE
- SEWER MANHOLE
- DRAINAGE MANHOLE
- EXISTING IRON PIPE
- BOLLARD
- YARD INLET
- SOIL BORING
- MONITORING WELL

EXHIBIT B to the Notice of Brownfields Property

SURVEY PLAT –
PIEDMONT TRIAD RESEARCH PARK
R.J. REYNOLDS TOBACCO COMPANY
ALLEGACY FEDERAL CREDIT UNION

CITY OF WINSTON-SALEM
WINSTON TOWNSHIP
FORSYTH COUNTY, N.C.

SEPTEMBER 22, 2008

0' 100' 200' 300' 1"=100'

PAGE 3 OF 6

Phone 336-885-1385
SURVEY LAND SURVEYING HIGH POINT, N.C.
P.O. Box 6277
High Point, NC 27262

Book 2933 Page 3554

Exhibit B - sheet 4 of 6

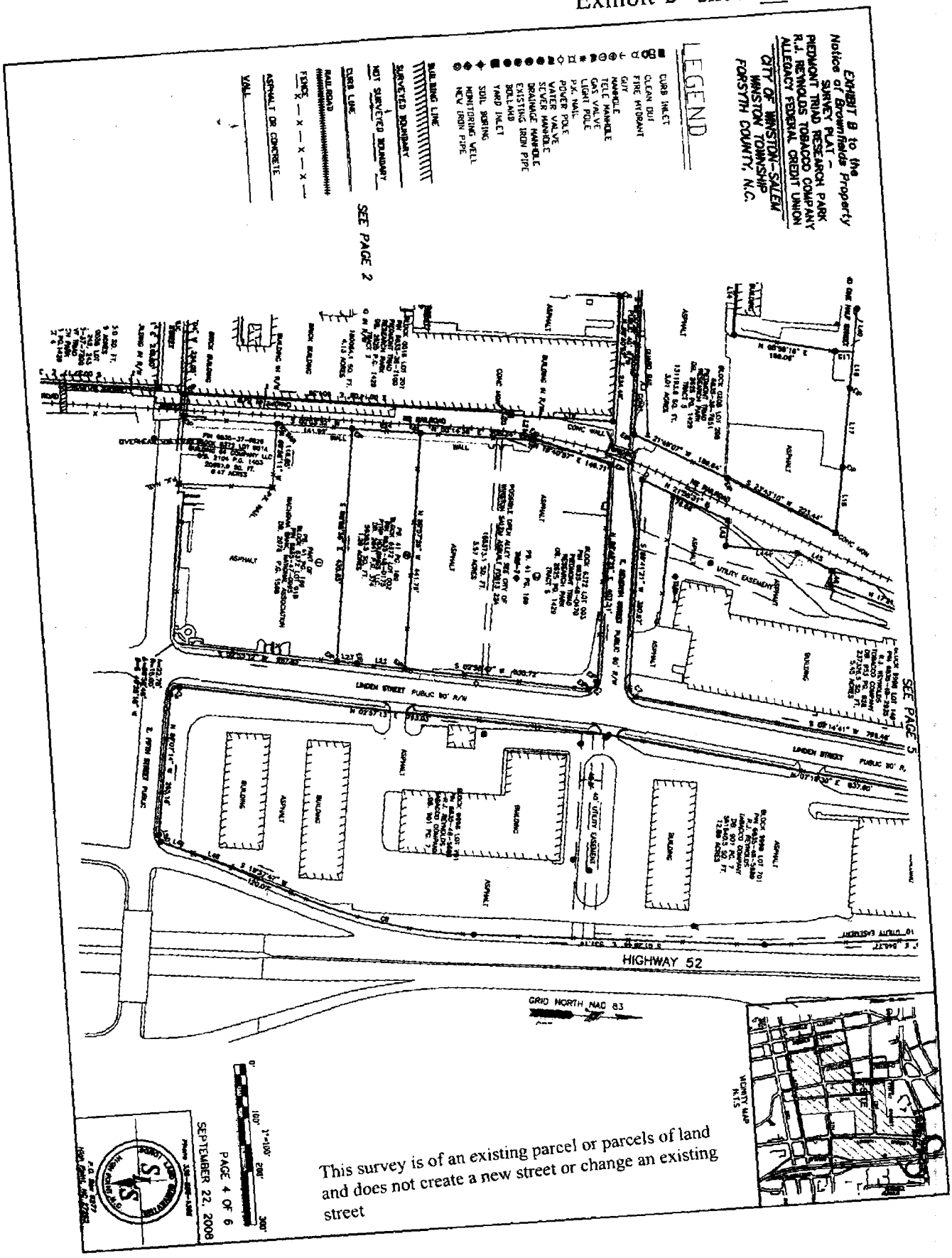


Exhibit B - sheet 5 of 6

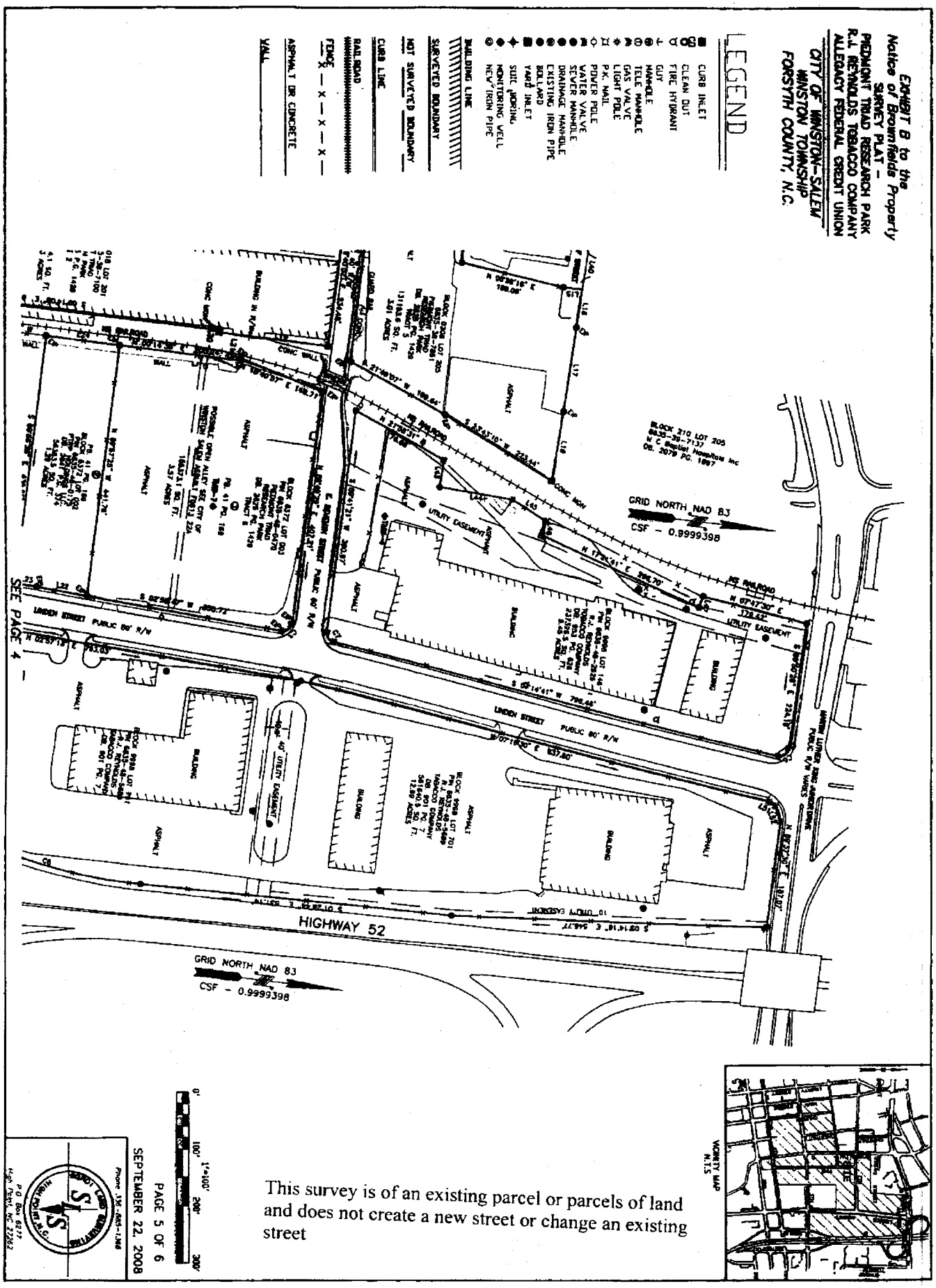


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Exhibit B- sheet 6 of 6

LAND USE RESTRICTIONS

[illegible]

N.C.G.S. 130A-310.35(a) requires recordation of a Notice of Brownfields Property ("Notice") that identifies any restrictions on the current and future use of a Brownfields Property that are necessary or useful to maintain the level of protection appropriate for the designated current or future use of the property and that are designated in a Brownfields Agreement pertaining to the property. This survey plat constitutes one of two components of the Notice pertaining to the Brownfields Property depicted on this plat and recorded at the Forsyth County Register of Deeds' office. The other component of the Notice is a document, to which the Brownfields Agreement for the subject property is attached as Exhibit A; a reduced version of this survey plat constitutes Exhibit B to that document. The following Land Use Restrictions, excerpted verbatim from the Notice, are hereby imposed on the Brownfields Property and shall remain in force in perpetuity unless canceled by the Secretary of the North Carolina Department of Environment and Natural Resources (or its successor in function), or his/her designee, after the hazards have been eliminated, pursuant to N.C.G.S. § 130A-310.35(e):

LURs for RJR plat - 080430

1. Without DENR's advance written approval, no use may be made of the Brownfields Property other than for bio-technology research facilities, offices, retail outlets, public open areas, high-density residences, performance/concert halls, hotels, community centers, swimming pools, parking, schools and, if DENR issues prior written approval, any uses not listed above that are allowed by the Master Plan, North District of the Piedmont Triad Research Park, dated April 28, 2008. For purposes of this restriction, the following definitions apply:

a. "Bio-technology research facilities": facilities housing critical and [illegible] investigation and education in the field of bio-technology, devoted to the discovery of new facts and their correct interpretation, the revision of accepted conclusions, theories or laws in light of newly discovered facts, and the practical application of such new or revised conclusions, theories or laws.

b. "Offices": places where business or professional services are rendered.

c. "Retail outlets": businesses that sell goods directly to consumers, the term includes restaurants.

d. "Public open areas": golf courses, tennis courts, ball fields, ball courts, playgrounds and other organized recreation sites that are approved in writing by DENR in advance, as well as landscaped or natural areas.

e. "High-density residences": structural units used as permanent dwellings that are attached to each other with common walls (such as condominiums, apartments, [illegible]) and whose occupants [illegible].

f. "Performance/concert halls": indoor or outdoor facilities suitable for the presentation of artistic and or musical productions, which facilities may be constructed below the ground surface only with DENR's advance written approval.

g. "Hotels": buildings containing more than four individual rooms that provide overnight lodging facilities and reservation, cleaning, utilities and on-site management and reception services for paying customers.

h. "Community centers": structures, with associated public open areas as defined above, that are used for educational, civic, recreational, athletic, or other gatherings and activities that are approved in writing by DENR in advance.

i. "Swimming pools": indoor or outdoor facilities designed to contain water for swimming and constructed in locations and in conformance with a design approved in writing in advance by DENR. Groundwater from the Brownfields Property shall not be used in swimming pools, and non-municipal water shall only be used in any swimming pool on the Brownfields Property with advance written DENR approval.

j. "Parking": an area designed and designated for temporary accommodation of motor vehicles above- or below-ground, for a fee or as a service.

k. "Schools": institutions providing elementary school, middle school, junior high school, high school, collegiate, graduate or post-graduate education, as well as pre-school/child daycare services if the location, layout and design of such [illegible] in writing in advance by DENR.

2. Any soil contamination discovered on the Brownfields Property prior to, during or after redevelopment, as defined by DENR, shall be assessed by an individual [illegible] qualified as a Registered Site Manager pursuant to North Carolina Administrative Code, Title 15A, Subchapter 13C, Rule .0304. If DENR determines that additional sampling is necessary, such sampling shall be conducted in a manner and to an extent approved in writing in advance by DENR in general accordance, as determined by DENR, with field procedures and laboratory testing methodologies described in the most current version of Appendices A and B of the Guidelines for Assessment and Cleanup of the Inactive Hazardous Sites Branch of DENR's Superfund Section (unless otherwise provided herein), and soil assessment reports satisfactory to DENR shall be submitted to DENR not more than 30 days following completion of such assessment activities.

3. Any soil contamination discovered on the Brownfields Property prior to, during or after redevelopment, as defined by DENR, that DENR determines requires remediation based on review of soil assessment reports, shall, prior to when DENR determines redevelopment of the affected section(s) of the Brownfields Property is complete, be remediated in a manner approved by and to the written satisfaction of DENR in general accordance, as determined by DENR, with field procedures and laboratory testing methodologies described in the most current version of the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, and soil remediation reports satisfactory to DENR shall be submitted to DENR not more than 60 days following completion of such remediation activities.

4. Contamination on the Brownfields Property that falls within the jurisdiction of DENR's Underground Storage Tank ("UST") Section shall be addressed in accordance with the applicable provisions of law and the Guidelines of the UST Section, and copies of all reports and correspondence relating to such contamination, including any No Further Action letters issued by the UST Section, shall be submitted to DENR within seven (7) days after the date of the report or correspondence.

5. No buildings containing indoor space may be constructed on the Brownfields Property until DENR has been consulted regarding the proximity of the planned building to groundwater contamination at the Brownfields Property. If DENR determines that the footprint of a building proposed to be constructed on the Brownfields Property would lie within 100 feet of such contamination, it may not be constructed without:

a. a vapor barrier system and sub-slab vapor venting system, or other vapor mitigation system, approved in advance in writing by DENR, within 30 days after installation of which DENR shall be provided certification of proper installation under seal of a professional engineer licensed in North Carolina, as well as photographs illustrating the installation and a brief narrative describing it; or

b. an assessment of the risk posed by soil gas to potential users of the building that demonstrates to DENR's written satisfaction that no vapor barrier, sub-slab venting nor mitigation system is required.

6. No building appearing on the plat component of this Notice that contains indoor space may be used until DENR receives a report, sealed by a professional engineer licensed in North Carolina, regarding an inspection in accordance with a plan approved in writing in advance by DENR that evaluates the possibility of vapor entering the building and whether any heating, ventilation and air conditioning ("HVAC") system in the building complies with the most current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code, or another standard approved in writing in advance by DENR. If the inspection finds the possibility of vapor entering the building, the report shall identify the possible entrances, such as sumps, floor drains, foundation cracks, holes in flooring, gaps around pipes and utility lines, and cracks in walls. If DENR determines that the possible entrances need to be addressed, the proponent of the building's use shall submit a plan to DENR for same, which plan shall also require that the building's HVAC system comply with the most current version of the Mechanical Ventilation Section of the Ventilation Chapter of the North Carolina State Building Code (or another standard if DENR has approved one) and, upon DENR's written approval, shall implement the plan to DENR's written satisfaction. If the report determines that any HVAC system in the building is not compliant with the most current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code, or another standard if DENR has approved one, the proponent of the building's use shall, subject to DENR's written approval, take the actions necessary to achieve compliance.

7. Surface water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR, with the exception of stormwater collected on the Brownfields Property by a stormwater collection and management system approved by DENR.

8. 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 on the Brownfields Property without prior sampling and analysis of groundwater to the written satisfaction of 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.

9. 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.

10. 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.

11. No contaminant known to be present in the environmental media at the Brownfields Property, including those listed above in the Tables A and B, may be used or stored at the Brownfields Property other than in de minimis amounts for cleaning and other routine housekeeping activities. Provided, that such contaminants may be used or stored at the Brownfields Property as constituents of materials present in conjunction with the uses permitted by Land Use Restriction 1 above, if DENR has approved a spill containment plan for such contaminant, and any other measures required by law in connection with the proposed use, storage or disposal are implemented.

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

13. No party conducting environmental assessment or remediation of 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.

14. During January of each year after the year in which this Notice is recorded, the then current owner of any part of the Brownfields Property shall submit a notarized Land Use Restrictions Update ("LURU") to DENR providing the name, mailing address, telephone and facsimile numbers, and e-mail address of the party submitting the LURU if said party acquired any part of the Brownfields Property during the previous calendar year, and the transferee's name, mailing address, telephone and facsimile numbers, and e-mail address, if the party submitting the LURU transferred any part of the Brownfields Property during the previous calendar year; and certifying that:

a. the Notice of Brownfields Property containing these land use restrictions remains recorded at the Forsyth County Register of Deeds office;

b. these land use restrictions are being complied with;

c. any vapor barrier and venting systems installed at the Brownfields Property remain intact and are performing as designed (in connection with which certification any measures taken to maintain such performance shall be reported); and

d. any heating, ventilation and air conditioning systems installed at the Brownfields Property continue to comply with the North Carolina State Building Code (or another standard if DENR has approved one).

Alternatively, the obligations of this Land Use Restriction 14 may be discharged on behalf of some or all owners by an association that accepts responsibility for same in a notarized instrument satisfactory to DENR. The Brownfields Property's master development association and master development association documents shall suffice as the required instrument and association, respectively. The instrument shall include the name, mailing address, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is submitted. Failure to provide facsimile numbers and e-mail addresses for particular parties shall be excused if DENR determines that the association has used its best reasonable efforts to obtain same.

TABLE A

Groundwater contaminants (in micrograms per liter, the equivalent of parts per billion), the standards for which are in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202:

Groundwater Contaminant	Sample Location	Sampling Date of Highest Concentration	Highest Concentration (µg/L)	Most Recent Conc. (µg/L)	Unrestricted Use Standard [1] (µg/L)
benzene	TMW-15	12/2/05	3.0	3.0	1
	TMW-17	12/1/05	9.4	9.4	
	TMW-20	12/2/05	2.9	2.9	
tetrachloroethene	TMW-15	12/2/05	1.5	1.5	0.7
naphthalene	TMW-15	12/2/05	1,400	1,400	21
	TMW-17	12/1/05	340	340	
2-methylnaphthalene	TMW-15	12/2/05	160	160	14
	TMW-17	12/1/05	19	19	

[1] for Class GA groundwaters, from North Carolina Administrative Code, Title 15A, Subchapter 2L, Rule .0202

TABLE B

Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the standards for which are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section:

Soil Contaminant	Sample Location	Sample Depth (feet)	Date of Sampling	Concentration (mg/kg)	Unrestricted Use Standard [1] (mg/kg)
Diesel-Range Total Petroleum Hydrocarbons	SB-9	12	11/29/05	3,100	10
	TMW-8	3-4	11/23/05	270	
	TMW-9	2.5-3.5	11/23/05	600	
	TMW-20	5	11/29/05	2,600	
Total Chromium (includes III and VI)	TMW-7	6-8	11/21/05	34	44
	TMW-11	25-26	11/29/05	48	
	TMW-15	1	11/29/05	32	
Lead	TMW-4	9-10	11/22/05	490	400
Thallium	TMW-11	25-26	11/29/05	2.7	1.04

[1] Soil Remediation Goals in *Guidelines for Assessment and Cleanup* of Inactive Hazardous Sites Branch of DENR's Superfund Section or General Action Level for total petroleum hydrocarbons in *Underground Storage Tank Section Guidelines for Site Checks, Tank Closure and Initial Response and Abatement* of Branch of DENR's UST Section.

EXHIBIT B to the
Notice of Brownfields Property
SURVEY PLAT –
PIEDMONT TRIAD RESEARCH PARK
R.J. REYNOLDS TOBACCO COMPANY
ALLEGACY FEDERAL CREDIT UNION

CITY OF WINSTON-SALEM
WINSTON TOWNSHIP
FORSYTH COUNTY, N.C.

PAGE 6 OF 6
SEPTEMBER 22, 2008

Phone 336-885-1366
P.O. Box 5277
High Point, NC 27262

LEGAL DESCRIPTION – EXHIBIT C to the Notice of Brownfields Property

TRACT 1

BEGINNING on a railroad spike marking the intersection of the northern margin of Sixth Street with the eastern margin of the right-of-way of North Patterson Avenue; and runs thence from said established Beginning Point and with the eastern margin of the right-of-way of North Patterson Avenue North 0° 52' 47" East passing an iron pipe on line at 90.50 feet a total distance of 257.93 feet to an iron pipe; thence on a curve to the right forming the intersection of the eastern margin of the right-of-way of North Patterson Avenue and the southern margin of the right-of-way of East Seventh Street on a radius of 18 feet, an arc distance of 28.60 feet, and a chord of North 45° 28' 22" East 25.68 feet to an iron pipe in the southern margin of the right-of-way of East Seventh Street; thence with the southern margin of the right-of-way of East Seventh Street North 89° 37' 24" East 158.47 feet to an iron pipe; thence on a curve to the right forming the intersection of the southern margin of the right-of-way of East Seventh Street with the western margin of the right-of-way of Vine Street with a radius of 18 feet, an arc distance of 28.22 feet, and a chord of South 45° 03' 40" East 25.42 feet to an iron pipe in the western margin of the right-of-way of Vine Street; thence with the western margin of the right-of-way of Vine Street South 0° 42' 49" East passing a iron pipe on line at 168.27 feet a total distance of 259.05 feet to a railroad spike set in the northern margin of the right-of-way of Sixth Street; thence with the northern margin of the right-of-way of Sixth Street North 89° 59' 26" West 201.95 feet to the point of BEGINNING and being all of Tax Block 0017, Lots 101, 103, and 104 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 623 Patterson Avenue.

TRACT 2

BEGINNING on an iron pipe in concrete marking the intersection of the northern margin of the right-of-way of East Fifth Street and the eastern margin of the right-of-way of Vine Street; and runs thence with said established Beginning Point and with the eastern margin of the right-of-way of Vine Street North 0° 38' 24" West 792.12 feet to an iron pipe in the southern margin of the right-of-way of East Seventh Street thence with the southern margin of the right-of-way of East Seventh Street North 89° 40' 52" East 234.48 feet to a iron pipe marking the intersection of the southern margin of the right-of-way of East Seventh Street and the western margin of a railroad right-of-way for Norfolk Southern Railroad Company; thence with the western margin of the right-of-way of Norfolk Southern Railroad Company the following three (3) calls: South 0° 03' 45" West 184.41 feet; North 86° 04' 48" West 3.92 feet and South 0° 14' 08" East 604.55 feet to an iron pipe in the northern margin of the right-of-way of East Fifth Street; thence with the northern margin of the right-of-way of East Fifth Street South 88° 48' 04" West 224.05 feet to the point of BEGINNING and being all of Tax Block 18, Lot 201 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 601 Vine Street.

TRACT 3

BEGINNING on an iron pipe marking the intersection of the southern margin of the right-of-way of East Sixth Street and the eastern margin of the right-of-way of North Patterson Avenue and runs thence from said established Beginning Point and with the southern margin of the right-of-way of Sixth Street North 89° 58' 06" East 203.11 feet to a railroad spike set at the intersection of the southern margin of the right-of-way of Sixth Street and the western margin of the right-of-way of Vine Street; thence with the western margin of the right-of-way of Vine Street South 0° 54' 06" East 475.58 feet to a iron pipe in the northern margin of the right-of-way of East Fifth Street; thence with the northern margin of the right-of-way of East Fifth Street the following two (2) calls: South 86° 46' 16" West 106.46 feet to a railroad spike and South 83° 38' 57" West 99.24 feet to a iron pipe in the eastern margin of the right-of-way of North Patterson Avenue; thence with the eastern margin of the right-of-way of North Patterson Avenue North 0° 39' 37" West 492.42 feet to the point of BEGINNING and being all of Tax Block 19, Lot 301 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 401 East Fifth Street.

TRACT 4

BEGINNING on a iron pipe marking the intersection of the eastern margin of the right-of-way of Chestnut Street with the southern margin of the right-of-way of Sixth Street; and runs thence from said established Beginning Point and with the southern margin of the right-of-way of Sixth Street North 82° 32' 34" East passing an iron pipe on line at 214.36 feet a total distance of 323.72 feet to a iron pipe marking the intersection of the southern margin of the right-of-way of Sixth Street with the western margin of the right-of-way of North Patterson Avenue; thence with the western margin of the right-of-way of North Patterson Avenue South 0° 39' 37" East 508.19 feet to a iron pipe in the northern margin of the right-of-way of East Fifth Street; thence with the northern margin of the right-of-way of East Fifth Street South 82° 57' 54" West 266.90 feet to a iron pipe in the eastern margin of the right-of-way of Chestnut Street; thence with the eastern margin of the right-of-way of Chestnut Street North 07° 04' 46" West passing a iron pipe on line at 304.60 feet a total distance of 502.67 feet to the point of BEGINNING and being all of Tax Block 20, Lots 101, 103, 104, 105, 106, 107, 108, 109, 215A, 217 and 218 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 216 East Sixth Street.

TRACT 5

BEGINNING on a brass disc marking the intersection of the northern margin of the right-of-way of Fifth Street with the eastern margin of the right-of-way of North Church Street; runs thence

with said established Beginning Point and with the eastern margin of the right-of-way of North Church Street North 07° 04' 46" West 500.39 feet to a iron pipe in the southern margin of the right-of-way of Sixth Street; thence with the southern margin of the right-of-way of Sixth Street North 82° 54' 04" East 143.15 feet to a iron pipe in the western margin of a right-of-way of Norfolk Southern Railroad Company; thence with the western margin of the right-of-way of Norfolk Southern Railroad Company the following six (6) calls: South 27° 33' 51" East 111.21 feet; South 25° 24' 10" East 104.58 feet; South 15° 12' 31" East 100.02 feet; North 82° 58' 01" East 7.83 feet; South 19° 47' 28" East 100.64 feet and South 16° 50' 46" East 101.48 feet to a iron pipe in the northern margin of the right-of-way of Fifth Street; thence with the northern margin of the right-of-way of Fifth Street South 82° 58' 01" West 276.28 feet to the point of BEGINNING and being all of Tax Block 21, Lots 101, 104, 106, 132 and 133 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 525 East Sixth Street and 501 North Church Street.

TRACT 6

BEGINNING on a brass disc at the intersection of the southern margin of the right-of-way of Sixth Street and the eastern margin of the right-of-way of North Main Street and runs thence from said established Beginning Point and with the southern margin of the right-of-way of Sixth Street North 82° 54' 04" East passing an iron pipe on line at 159.81 feet a total distance of 199.82 feet to a iron pipe at the intersection of the southern margin of the right-of-way of Sixth Street and the western margin of the right-of-way of North Church Street; thence with the western margin of the right-of-way of North Church Street the following three (3) calls: South 05° 55' 18" East 350.41 feet to a iron pipe; South 82° 54' 04" West 5.95 feet to a brass disc; and South 07° 03' 49" East 150.01 feet to a brass disc in the northern margin of the right-of-way of Fifth Street; thence with the northern margin of the right-of-way of Fifth Street South 82° 58' 01" West 196.85 feet to a brass disc marking the intersection of the northern margin of the right-of-way of Fifth Street with the eastern margin of the right-of-way of North Main Street; thence with the eastern margin of the right-of-way of North Main Street North 05° 55' 18" West 500.23 feet, more or less to the point of BEGINNING and being all of Tax Block 22, Lots 67, 69, 70, 101, 102, 103 and 104 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 531 North Main Street.

TRACT 7

BEGINNING on a brass disc marking the intersection of the northern margin of the right-of-way of Fourth Street and the eastern margin of the right-of-way of North Church Street said brass disc also being located North 47° 49' 49" East 3,505.13 feet from North Carolina Grid Monument "Broad" with NCGS coordinates of N = 854,774.6815 feet and E = 1,630,152.9798 feet; and runs thence from said established Beginning Point and with the eastern margin of the right-of-way North Church Street North 06° 56' 46" West 384.74 feet to a brass disc marking the intersection of the eastern margin of the right-of-way of North Church Street and the southern margin of the

right-of-way of Fifth Street; thence with the southern margin of the right-of-way of Fifth Street North 82° 57' 28" East 276.83 feet to a iron pipe in the western margin of a right-of-way of Norfolk Southern Railroad Company; thence with the western margin of a right-of-way of Norfolk Southern Railway Company the following three (3) calls: South 09° 19' 28" East 270.98 feet; on a curve to the left with a radius of 739.01 feet, an arc length of 67.63 feet, and a chord of South 11° 26' 56" East 67.60 feet to a iron pipe; and South 06° 59' 23" East 161.01 feet to a iron pipe in the northern margin of the right-of-way of Fourth Street; thence with the northern margin of the right-of-way of Fourth Street North 82° 51' 34" West 293.48 feet to the point of BEGINNING and being Tax Block 0032, Lots 101, 102, 103, 104, 105, 106, 107, 129 and 131 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 455 North Chestnut Street.

TRACT 8

BEGINNING on an iron pipe marking the intersection of the southern margin of the right-of-way of Fifth Street and the eastern margin of the right-of-way Chestnut Street; and runs thence from said established Beginning Point North 82° 57' 54" East 266.01 feet to a iron pipe in the western margin of the right-of-way of Patterson Street (also known as North Patterson Avenue); thence with the western margin of the right-of-way of Patterson Street (North Patterson Avenue) South 07° 02' 06" East 500.00 feet to a iron pipe in the north margin of the right-of-way of Fourth Street; thence with the northern margin of the right-of-way of Fourth Street South 82° 57' 54" West 246.48 feet to a iron pipe in the eastern margin of a right-of-way of Norfolk Southern Railroad Company; thence with the eastern margin of a right-of-way of Norfolk Southern Railroad Company North 24° 51' 52" West 63.80 feet to a iron pipe in the eastern margin of the right-of-way of Chestnut Street; thence with the eastern margin of the right-of-way of Chestnut Street North 07° 02' 06" West 439.26 feet to the point of BEGINNING and being Tax Block 33, Lots 101, 102, 103, 104, 105, 106, 222 and 223 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 450 North Patterson Avenue.

TRACT 9

BEGINNING on an iron pipe marking the intersection of the southern margin of the right-of-way of East Fifth Street and the eastern margin of the right-of-way of Patterson Street (also known as North Patterson Avenue) and runs thence from said established Beginning Point and with the southern margin of the right-of-way of East Fifth Street the following three calls: on a curve to the right with a radius of 790.53 feet, an arc of 150.40 feet, and a chord of North 81° 12' 18" East 150.17 feet to a iron pipe; North 85° 58' 08" East 46.55 feet and North 88° 52' 53" East 5.74 feet to a point in the western margin of the right-of-way of Vine Street; thence with the western margin of the right-of-way of Vine Street South 0° 39' 37" East 505.62 feet to a iron pipe in the northern margin of Fourth Street; thence with the northern margin of the right-of-way of Fourth Street South 82° 34' 52" West 145.08 feet to a iron pipe in the eastern margin of the right-of-way

of Patterson Street (also known as North Patterson Avenue); thence with the eastern margin of the right-of-way of Patterson Street North 07° 09' 28" West passing an iron pipe on line at 398.95 feet a total distance of 501.88 feet to the point of BEGINNING and being Tax Block 34, Lots A, D, E, F, G, H, J, K, 20A, 101, 102, 103, 105 and 201 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 455 North Patterson Avenue and 410 East Fifth Street.

TRACT 10

BEGINNING on an iron pipe marking the intersection of the southern margin of the right-of-way of East Fifth Street with the eastern margin of the right-of-way Vine Street; and run thence from said established Beginning Point and with the southern margin of the right-of-way of East Fifth Street North 88° 36' 43" East 215 feet to a iron pipe in the western margin of a right-of-way of Norfolk Southern Railroad Company; thence with the western margin of a right-of-way of Norfolk Southern Railroad Company South 0° 27' 17" East 369.72 feet to a iron pipe; thence leaving the western margin of a right-of-way of Norfolk Southern Railroad Company South 81° 25' 24" West 215.94 feet to a iron pipe in the eastern margin of the right-of-way of Vine Street; thence with the eastern margin of the right-of-way of Vine Street North 0° 37' 40" West 396.73 feet to the point of BEGINNING and being Tax Block 35, Lots 240, 241, 242 and 243 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 403 Vine Street.

TRACT 11

BEGINNING on an iron pipe in the northern margin of the right-of-way of East Seventh Street as the same intersects with the western margin of a right-of-way of Norfolk Southern Railroad said iron pipe also being the southeast corner of the property conveyed to Piedmont Triad Research Park (Tract 5) as recorded in Book 2625, Page 1429, of the Forsyth County, NC Register's Office; and runs thence from said established Beginning Point and with the northern margin of the right-of-way of East Seventh Street North 89° 30' 29" West 350.40 feet to an iron pipe marking the southeasternmost corner of the property now formerly owned by Brown Clarks & Sons, Inc.; thence with the eastern boundary line of the property now or formerly owned by Brown Clarks & Sons, Inc. the following three (3) calls: North 0° 04' 24" West 171.24 feet to a iron pipe; North 88° 55' 38" East 153.27 feet to a iron pipe; and North 05° 58' 16" East 188.06 feet to a iron pipe in a line marking the easternmost terminus of East Seventh and One Half Street; thence with the eastern terminus of East Seventh and One Half Street North 0° 28' 15" West 33.29 feet which point is located South 88° 29' 54" East 82.86 feet from an iron pipe; thence leaving the easternmost terminus of the right-of-way of Seventh and One Half Street South 88° 27' 49" East passing an iron pipe on line at 67.34 feet a total distance of 214.90 feet; thence South 87° 39' 41" East 123.72 feet to a concrete monument in the western margin of a right-of-way of Norfolk Southern Railroad Company; thence with the western margin of the right-of-way of Norfolk Southern Railroad Company the following two (2) calls: South 23° 43'

10" West 223.44 feet and South 21° 49' 07" West 189.64 feet to the point of BEGINNING and being all of Tax Block 208, Lot 205 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 315 East Seventh Street.

TRACT 12

BEGINNING on an iron pipe marking the intersection of the southern margin of the right-of-way of East Seventh Street and the eastern margin of a right-of-way of Norfolk Southern Railroad Company; and runs thence with the southern margin of the right-of-way of East Seventh Street North 89° 49' 29" East 407.21 feet to an iron pipe in the southern margin of the right-of-way of East Seventh Street; thence on a curve to the right forming the intersection of the southern margin of the right-of-way of East Seventh Street and the western margin of the right-of-way of Linden Street with a radius of 15 feet, an arc distance of 24.46 feet, and a chord of South 43° 37' 10" East 21.84 feet to an iron pipe in the western margin of the right-of-way of Linden Street; thence with the western margin of the right-of-way of Linden Street the following three (3) calls: South 02° 58' 47" West 335.72 feet to an iron pipe; South 02° 41' 57" West 90.77 feet to an iron pipe and South 02° 55' 12" West 37.81 feet to an iron pipe; thence leaving the western margin right-of-way of Linden Street North 89° 58' 35" West 435.65 feet to an iron pipe in the eastern margin of a right-of-way of Norfolk Southern Railroad Company; thence with the eastern margin of a right-of-way of Norfolk Southern Railroad Company the following four (4) calls: North 0° 02' 40" East 128.58 feet to an iron pipe; North 0° 14' 38" East 205.24 feet to an iron pipe; North 88° 28' 46" West 4.41 feet to an iron pipe and North 15° 40' 57" East 149.71 feet to the point of BEGINNING and being Tax Block 6372, Lots 2 and 3, as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 580 Linden Street and 590 Linden Street.

TRACT 13

BEGINNING on a iron pipe marking the intersection of the southern margin of the right-of-way of Martin Luther King, Jr. Drive and the eastern margin of a right-of-way of Norfolk Southern Railroad Company; and runs thence from said established Beginning Point and with the southern margin of the right-of-way of Martin Luther King, Jr. Drive South 89° 50' 28" East 224.18 feet to a concrete monument; thence on a curve to the right forming the intersection of the southern margin of the right-of-way of Martin Luther King, Jr. Drive and the western margin of the right-of-way of Linden Street a radius of 15 feet, an arc distance of 25.42 feet, and a chord of South 41° 17' 33" East 22.49 feet to a concrete monument in the western margin of the right-of-way of Linden Street; thence with the western margin of the right-of-way of Linden Street South 07° 14' 41" West 796.46 feet to a concrete monument; thence on a curve to the right forming the intersection of the western margin of the right-of-way of Linden Street and the northern margin of the right-of-way of East Seventh Street with a radius of 15 feet, an arc distance of 21.58 feet, and a chord of South 48° 28' 47" West 19.77 feet to a concrete monument in the northern margin

of the right-of-way of East Seventh Street; thence with the northern margin of the right-of-way of East Seventh Street South 89° 41' 21" West 390.97 feet to a iron pipe in the eastern margin of a right-of-way of Norfolk Southern Railroad Company; thence with the eastern margin of a right-of-way of Norfolk Southern Railroad Company the following eight (8) calls: North 21° 58' 31" East 176.68 feet to a concrete monument; South 88° 01' 27" East 47.89 feet to a iron pipe; North 02° 05' 48" East 132.56 feet to a concrete monument; North 24° 18' 15" East 70.35 feet to a concrete monument; South 88° 19' 17" East 26.70 feet to a concrete monument; North 17° 21' 41" East 296.70 feet to a iron pipe; North 79° 02' 31" West 20.52 feet to a iron pipe; and North 07° 47' 30" East 179.42 feet to the point of BEGINNING and being Tax Block 9998, Lot 148 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 501 East Seventh Street.

TRACT 14

BEGINNING on a curb inlet marking the intersection of the southern margin of the right-of-way of Martin Luther King, Jr. Drive and the western margin of the right-of-way of U.S. Highway 52; and runs thence from said established Beginning Point and with the western margin of the right-of-way of U.S. Highway 52 the following six (6) calls: South 05° 14' 16" East 546.77 feet to a iron pipe; South 01° 28' 44" East 531.14 feet to a iron pipe; on a curve to the right with a radius of 930 feet, an arc distance of 349.81 feet, and a chord of South 09° 17' 49" West 347.75 feet to a curb inlet; South 19° 57' 47" West 120.07 feet to a curb inlet; South 17° 0' 11" West 73.77 feet to a curb inlet and South 16° 30' 19" West 63.15 feet to a iron pipe in the northern margin of the right-of-way of East Fifth Street; thence with the northern margin of the right-of-way of East Fifth Street South 70° 43' 14" West 13.71 feet to a iron pipe in the northern margin of the right-of-way of East Fifth Street; thence with the northern margin of the right-of-way of East Fifth Street North 89° 07' 14" West 265.16 feet to a iron pipe; thence on a curve to the right forming the intersection of the northern margin of the right-of-way of East Fifth Street and the eastern margin of the right-of-way of Linden Street a radius of 14.87 feet, an arc distance of 23.89 feet, and a chord of North 42° 43' 08" West 21.40 feet to a iron pipe in the eastern margin of the right-of-way of Linden Street; thence with the eastern margin of the right-of-way of Linden Street the following two (2) calls: North 02° 57' 13" East 793.03 feet to a iron pipe and North 07° 16' 30" East 837.60 feet to a curb inlet; thence the following two calls forming the intersection of the eastern margin of the right-of-way of Linden Street and the southern margin of the right-of-way of Martin Luther King, Jr. Drive North 24° 24' 08" East 12.32 feet and North 65° 38' 03" East 29.17 feet to the point of BEGINNING and being Tax Block 9998, Lot 701 as shown on survey entitled Exhibit B to Notice of Brownfields Property by Sgroi Land Survey dated September 22, 2008, reference to said survey being made in aid of description. The above-described property is also known locally as 851 Linden Street.