

FILED in ROWAN County, NC
on Jun 27 2008 at 03:34:07 PM
by: Bobbie M. Earnhardt
Register of Deeds
BOOK 1124 PAGE 707

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197.00
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**THIS CERTIFICATION STATEMENT MUST REMAIN WITH
THE ATTACHED COPY IN ORDER FOR IT TO BE
CONSIDERED A LEGAL DOCUMENT**

**Linda F. McAbee
Register of Deeds
Cabarrus County, North Carolina
P. O. Box 707
Concord, North Carolina 28026**

PREPARED BY & RETURN TO: Thomas Griffin Esq.
Parker Poe Adams & Bernstein, LLP, 401 S. Tryon Str.
Suite 3000, Charlotte, NC 28202 704.372.9000

STATE OF NORTH CAROLINA
CABARRUS COUNTY

I do hereby certify this to be a true copy of the attached document filed and
recorded in the aforesaid county as evidenced in Book No. 8316 Page No. 77
and ends with Page No. 137

Witness my hand and seal this the 27 day of June, 2008



LINDA F. McABEE, REGISTER OF DEEDS

by Kay J. Walker
Deputy/Assistant Register of Deeds

FILED
CABARRUS COUNTY NC
LINDA F. McABEE
REGISTER OF DEEDS

FILED Jun 27, 2008
AT 02:39 pm
BOOK 08316
START PAGE 0077
END PAGE 0137
INSTRUMENT # 21377
EXCISE TAX \$0.00

Property Owner: Castle & Cooke North Carolina, LLC, et al.
Recorded in Cabarrus County Book 8316 Page 0077-00137
Associated plat recorded in Plat Book 56, Page 17-18
Recorded in Rowan County Book 1124 Page 707
Associated plat recorded in Plat Book 995 Page 6485

NOTICE OF BROWNFIELDS PROPERTY

This documentary component of a Notice of Brownfields Property ("Notice"), as well as the plat component, have been filed this 27th day of June, 2008 by Castle & Cooke North Carolina, LLC (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 the Prospective Developer is not the owner, also under Prospective Developer's name.

The Brownfields Property consists of the land at 1 Lake Circle Drive (the "Plant 1" portion, Cabarrus County Property Identification Numbers ("PINs") 5614611712, 5614608851, 5614711129, 5614617402, 5614614508, 5614619276, 5614624080, 5614713034, 5614717889/Rowan County PIN 149137), 681 North Loop Road (the "Data Center" portion,

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Cabarrus County PIN 5614620503), 218 Chestnut Avenue (the "Curb Motorsports" portion, Cabarrus County PIN 5614500434) and Water Vault Plant #1 (the "Water Vault" portion, Cabarrus County PIN 5614507359), Kannapolis, North Carolina, and comprises approximately 154 acres. The Brownfields Property is bordered to the north, west and south by Kannapolis' Dale Earnhardt Boulevard (formerly Loop Road) and a mix of residential and commercial property; and to the east by Main Street, Kannapolis and tracks of the Southern Railroad. The Brownfields Property's groundwater and soil are contaminated, chiefly as a result of past textile operations.

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 tables also set forth the type and quantity of such substances (see plat component of this Notice as to areas referenced in tables):

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	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Phase IA Assessment in the Future Core Lab and Energy Buildings Area				
Aminium	CLBD	11/17/2005	39,000	DL
Beryllium	CLBD	11/17/2005	4.6	DL
Cadmium	CLBD	11/17/2005	5.7	1.75
Chromium	CLBD	11/17/2005	110	50
Cobalt	CLBD	11/17/2005	32	DL
Iron	CLBD	11/17/2005	58,000	300

Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Lead	CLBD	11/17/2005	26	15
Manganese	CLBD	11/17/2005	2,300	50
	CLB	11/17/2005	590	
Thallium	CLB	11/17/2005	1.5	DL
	CLBD	11/17/2005	2.1	
Vanadium	CLBD	11/17/2005	130	DL
Site Assessment Samples Property-wide				
Cadmium	MW-7	8/29/06	5.7	1.75
Lead	MW-6	8/31/06	47	15
	MW-7	8/27/06	300	
	MW-11	8/31/06	62	
	MW-14	7/25/06	240	
Benzene	MW-14	7/25/06	17,000	1
1,2 Dibromoethane	MW-14	7/25/06	1,200	0.0004
1,2 Dichloroethane	MW-14	7/25/06	770	0.38
Dibenzo (a,h) anthracene	MW-16 Off	7/14/06	1.2	0.0047
Ethyl Benzene	MW-14	7/25/06	1,900	550
Naphthalene	MW-14	7/25/06	610	21
N-propyl benzene	MW-14	7/25/06	120	70
Toluene	MW-14	7/25/06	14,000	1,000
1,2,4-Trimethyl benzene	MW-14	7/25/06	890	350
Xylenes	MW-14	7/25/06	8,000	530
Former Boilerhouse and Oil & Paint Areas				
Arsenic	Boilerhouse Geoprobe-1	5/29/2007	240	50
	Oil & Paint Geoprobe-1	5/29/2007	380	
Beryllium	Boilerhouse Geoprobe-1	5/29/2007	190	DL
	Oil & Paint Geoprobe-1	5/29/2007	340	

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Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Chromium	Boilerhouse Geoprobe-1	5/29/2007	660	50
	Oil & Paint Geoprobe-1	5/29/2007	6,400	
Copper	Oil & Paint Geoprobe-1	5/29/2007	1,600	1,000
Lead	Boilerhouse Geoprobe-1	5/29/2007	1,800	15
	Oil & Paint Geoprobe-1	5/29/2007	2,100	
Mercury	Boilerhouse Geoprobe-1	5/29/2007	2.8	1.05
	Oil & Paint Geoprobe-1	5/29/2007	51	
Nickel	Boilerhouse Geoprobe-1	5/29/2007	680	100
	Oil & Paint Geoprobe-1	5/29/2007	5,600	
Zinc	Boilerhouse Geoprobe-1	5/29/2007	3,800	1,050
	Oil & Paint Geoprobe-1	5/29/2007	13,000	
Proposed Medical Office Building (Former Curb Motorsports) Area				
Benzene	TW-1	10/19/2007	1,800	1
1,2-Dibromoethane	TW-1	10/19/2007	183	0.0004
1,2-Dichloroethane	TW-1	10/19/2007	169	0.38
Diisopropyl ether	TW-1	10/19/2007	166	70
Ethyl Benzene	TW-1	10/19/2007	2,640	550
Methylnaphthalene	TW-1	10/19/2007	69.3	14
Naphthalene	TW-1	10/19/2007	332	21
n-Propylbenzene	TW-1	10/19/2007	314	70
Tetrachloroethene	TW-1	10/19/2007	128	0.7
	TW-2	10/19/2007	2.3	
Toluene	TW-1	10/19/2007	16,700	1,000

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Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
1,2,4-Trimethylbenzene	TW-1	10/19/2007	2,510	350
1,3,5-trimethylbenzene	TW-1	10/19/2007	838	350
Xylenes	TW-1	10/19/2007	14,340	530

DL = detection limit

Table B

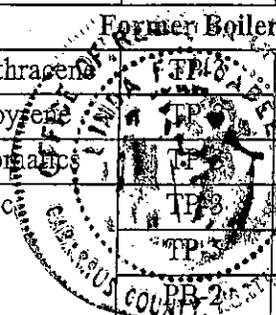
Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the standards for which are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, except where noted:

Soil Contaminant	Sample Location	Depth in feet	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (mg/kg)	Standard (mg/kg)
Phase 1A Assessment in the Future Core Lab and Energy Building Area					
Benzo(a)anthracene	Mill 2B	0-3	11/15/2005	0.55	0.022
	CLB	0-3	11/15/2005	0.60	
Benzo(a)pyrene	Mill 2A	0-3	11/15/2005	0.18	0.022
	Mill 2B	0-3	11/15/2005	0.48	
	Mill 2C	0-3	11/15/2005	0.080	
	CLB	0-3	11/15/2005	0.83	
	CLB	5-8	11/15/2005	0.070	
Benzo(b)fluoranthene	CLB	0-3	11/15/2005	0.82	0.22
	Mill 2B	0-3	11/15/2005	0.36	
Dibenz(a,h)anthracene	Mill 2B	0-3	11/15/2005	0.052	0.022
Site Assessment Property-wide					
Asphalt	MW-4 OFF	8-10	7/12/06	4.6	4.4
	MW-5 OFF	3-5	7/12/06	5.6	
	MW-6	3-5	8/29/06	12	
	MW-6	28-30	8/29/06	7.1	



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Soil Contaminant	Sample Location	Depth in feet	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (mg/kg)	Standard (mg/kg)
	MW-9	18-20	7/13/06	4.6	
	MW-9 OFF	3-5	7/13/06	5.5	
	MW-10	23-25	8/30/06	15	
	MW-11	28-30	8/30/06	10	
	MW-16	0-2.5	7/13/06	5.2	
	MW-16 OFF	3-5	7/13/06	9.8	
	GSS-1	Elev. 825	7/26/06	5.5	
	GSS-3	Elev. 825	7/26/06	7.1	
	GSS-4	Elev. 825	7/26/06	7.9	
	GSS-6	Elev. 825	7/26/06	8.5	
	GSS-7	Elev. 825	7/26/06	5.3	
	GSS-8	Elev. 825	7/26/06	8.6	
Benzene	MW-14	28-30	7/24/06	16	0.64
2-Methyl naphthalene	MW-14	28-30	7/24/06	24	11.2
Naphthalene	MW-14	28-30	7/24/06	72	11.2
Toluene	MW-14	28-30	7/24/06	250	132
1,2,4-Trimethylbenzene	MW-14	28-30	7/24/06	300	52**
1,3,5-Trimethylbenzene	MW-14	28-30	7/24/06	100	21**
Xylenes, total	MW-14	28-30	7/24/06	620	54
Benzo(a)anthracene	MW-12	18-20	7/18/06	0.040	0.022
Benzo(a)pyrene	MW-12	18-20	7/18/06	0.045	0.022
Former Boilerhouse/Oil and Paint House Areas					
Benzo (a) anthracene	TP-3	Pit Bottom	12/2006	0.8	0.022
Benzo (a) pyrene	TP-3	Pit Bottom	12/2006	0.69	0.022
C9-C22 Aromatics	TP-3	Pit Bottom	12/2006	1,200	469*
Arsenic	TP-3	Pit Bottom	12/2006	8.1	4.4
	TP-3	Pit Bottom	12/2006	7.4	
	PB-2	Pit Bottom	12/2006	5.5	
	PB-4	Pit Bottom	12/2006	6.3	



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Soil Contaminant	Sample Location	Depth in feet	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (mg/kg)	Standard (mg/kg)
	PB-9	Pit Bottom	12/2006	4.9	
Thallium	PB-2	Pit Bottom	12/2006	3.1	1.04
	PB-3	Pit Bottom	12/2006	3.7	
	PB-4	Pit Bottom	12/2006	2.2	
	PB-5	Pit Bottom	12/2006	2.1	
	PB-6	Pit Bottom	12/2006	1.7	
	PB-7	Pit Bottom	12/2006	3.4	
	PB-8	Pit Bottom	12/2006	2.4	
	PB-9	Pit Bottom	12/2006	1.6	
Proposed Medical Office Building (Former Curb Motorsports) Area					
1,3,5-Trimethylbenzene	TW-1/SB-1	24-26	10/19/2007	21.9	21**
Xylenes	TW-1/SB-1	24-26	10/19/2007	71.1	54

*DENR Underground Storage Tank ("UST") Section Standard

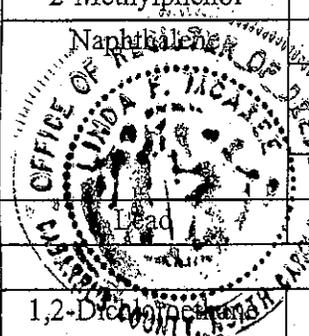
**EPA Region IX Residential Preliminary Remediation Goal

Furthermore, the following table sets forth, for substances regulated by DENR's UST Section that have been detected at the Property above unrestricted use standards, the maximum concentration found at each sample location and the applicable standard from Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202 (both in micrograms per liter, the equivalent of parts per billion):

UST Program Regulated Substance	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Former Truck Terminal Area (diesel and gas USTs)				
Free Products	MW-1	9/22/2005		DL
	MW-3			
	MW-9			
C5-C8 Aliphatics	MW-2	9/22/2005	130,000	420
	MW-5	6/5/2006	11,000	
	MW-7	6/5/2006	1,300	
	MW-16	6/5/2006	29,000	
C9-C18 Aliphatics	MW-2	9/22/2005	37,250	4,200
	MW-5	9/22/2005	4,800	

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C9-C22 Aromatics	MW-2	9/22/2005	7,000	210
	MW-5	6/5/2006	960	
	MW-16	6/5/2006	2,050	
Benzene	MW-2	9/22/2005	23,000	1
	MW-4	9/22/2005	5.2	
	MW-5	6/5/2006	3,900	
	MW-7	6/5/2006	400	
	MW-16	6/5/2006	15,000	
Bromodichloro- methane	MW-7	6/5/2006	2.4	0.56
Diisopropyl ether	MW-2	9/22/2005	14,000	70
	MW-5	6/5/2006	2,700	
	MW-7	6/5/2006	280	
	MW-16	6/5/2006	9,300	
Ethyl benzene	MW-2	9/22/2005	2,500	550
	MW-16	6/5/2006	1,500	
Methyl tert-butyl ether	MW-2	9/22/2005	60,000	200
	MW-5	6/5/2006	1,800	
	MW-7	6/5/2006	560	
	MW-16	6/5/2006	6,800	
Toluene	MW-2	9/22/2005	33,000	1,000
	MW-5	6/5/2006	5,000	
	MW-16	6/5/2006	24,000	
Xylenes	MW-2	9/22/2005	14,000	530
	MW-5	6/5/2006	3,800	
	MW-16	6/5/2006	9,600	
2,4-Dimethylphenol	MW-2	9/22/2005	440	140
2-Methylphenol	MW-5	6/5/2006	20	DL
Naphthalene	MW-2	9/22/2005	520	21
	MW-5	6/5/2006	120	
	MW-7	6/5/2006	26	
	MW-16	6/5/2006	500	
Lead	MW-2	9/22/2005	71	15
Main Street UST Area				
1,2-Dichloroethane	Main St. Geoprobe -1	5/29/2007	32	0.38



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Lead	Main St. Geoprobe -1	5/29/2007	1,700	15
	Main St. Geoprobe -2	5/29/2007	130	

DL = detection limit

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.

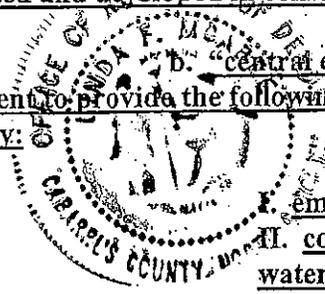
LAND USE RESTRICTIONS

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 shall be understood to include any successor in function. The restrictions are hereby imposed on the Brownfields Property, and are as follows:**

1. No use may be made of the Brownfields Property other than for mixed use, in the form of a campus devoted to health, nutrition, agricultural and other research that may encompass business offices, laboratory facilities, medical clinics and offices, biogenic contract-manufacturing activities, educational facilities, research and development facilities, a math and science high school, government offices, retail shops, a hotel and conference center, a wellness center, restaurants, residences (subject to Land Use Restriction 2 below), entertainment and cultural activities, walking trails, bike paths, parks and green space, a central energy facility, utilities and parking. For purposes of this restriction:

a. "mixed use" means a project that includes three (3) or more significant revenue-producing uses (from among those uses set forth above) that are mutually supporting and whose project components are physically and functionally integrated and developed in conformance with a property-wide plan; and

b. "central energy facility" means a facility that will contain equipment to provide the following services for itself and other facilities on the Brownfields Property:



I. emergency power generation,

II. cooling through an underground loop containing chilled water,

III. heating and hot water through an underground loop, and

IV. information technology, together with related services and

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infrastructure.

2. No residential use of the Brownfields Property may occur without DENR's prior written approval on such conditions as DENR imposes, except (subject to Land Use Restriction 5. below) the hotel use referenced in Land Use Restriction 1. above and on the second or higher story of structures containing non-residential uses on the first floor.

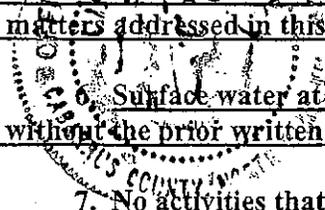
3. No use or redevelopment may occur of the 2.16 acres denominated "Former Curb Motorsports Site" on the plat component of this Notice, without prior sampling that DENR deems satisfactory in writing and that DENR determines in writing in advance demonstrates, together with any mitigation and/or remediation that DENR requires, that the subject portion of the Brownfields Property is suitable for the proposed use or redevelopment, while fully protecting public health and the environment.

4. Unless compliance with this Land Use Restriction is waived in writing by DENR in advance, no use other than for a parking deck may occur of the area denominated "Water Vault" on the plat component of this Notice, without prior sampling that DENR deems satisfactory in writing and that DENR determines in writing in advance demonstrates, together with any mitigation and/or remediation that DENR requires, that the subject portion of the Brownfields Property is suitable for another proposed use, while fully protecting public health and the environment.

5. Within the area(s) designated as "Groundwater-Influenced Soil Vapor Zone" on the plat component of this Notice, no building may be constructed until DENR has been consulted regarding the proximity of the planned building to any volatile organic compound plume reflected in the most recent sampling results reasonably available to DENR. If DENR determines that the footprint of a building proposed to be constructed on the Brownfields Property would fall within one hundred (100) feet of such a plume, it may not be constructed until Prospective Developer: a. installs a vapor barrier system and/or mechanical or passive vapor mitigation system based on the sampling results referenced above and approved in writing by DENR; or b. prepares an assessment of the risk posed by plume-related soil gas that demonstrates to DENR's written satisfaction that neither a vapor barrier nor mitigation system is required. Within thirty 30 days following installation of any vapor barrier system and/or mechanical or passive vapor mitigation system required by this subparagraph, 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, only after which may the building be used. DENR's UST Section retains any jurisdiction it possesses over the matters addressed in this subparagraph.

6. Surface water at the Brownfields Property may not be used for any purpose without the prior written approval of DENR.

7. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or



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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 the applicable North Carolina 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.

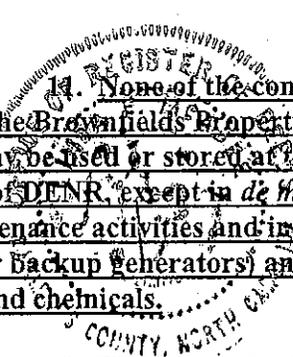
8. Within the area(s) denominated "Soil Restrictions" on the plat component of this Notice, soil at a depth greater than five (5) feet may not be exposed without a minimum of seven (7) business days advance written notice to DENR, unless DENR states otherwise in writing in advance. At the time such soil is exposed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or likely pose an imminent threat to public health or the environment if exposed, Prospective Developer shall have the option, in relation to as much soil as DENR reasonably requires, of removing and disposing of said soil in accordance with applicable law, or leaving said soil in place under such conditions as DENR imposes.

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. Within the area(s) designated "Groundwater-Influenced Soil Vapor Zone" on the plat component of this Notice, no basements may be constructed on the Brownfields Property unless they are vented in conformance with applicable building codes.

11. None of the contaminants known to be present in the environmental media at the Brownfields Property, including those listed above in Tables A and B of this Notice, may be used or stored at the Brownfields Property without the prior written approval of DENR, except in de minimis amounts for cleaning, other routine housekeeping and maintenance activities and in offices; and as constituents of fuel (e.g., for support vehicles or backup generators) and in maintenance supplies, medical clinics and laboratory supplies and chemicals.

12. The Brownfields Property may not be used for grazing, timbering or timber production without the prior written approval of DENR.



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13. The Brownfields Property may not be used for horse-riding without the prior written approval of DENR.

14. Except for child care establishments in the buildings designated "Existing University of North Carolina at Chapel Hill Building" and "Existing North Carolina State University Building" on the plat component of this Notice, and child care establishments on the second or higher story of structures containing non-residential uses on the first floor, the Brownfields Property may not be used as a playground or for child care establishments without the prior written approval of DENR on such conditions as DENR imposes. For purposes of this restriction, "playground" means an exterior area in contact with surface soil that is designed for and equipped with facilities for children to engage in physical activity.

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

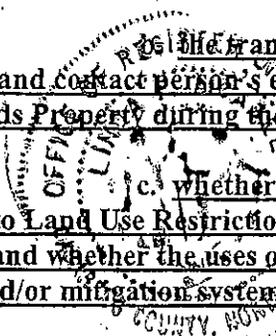
16. No party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, provided that such party shall use reasonable efforts to minimize interference with legal operations on the Brownfields Property.

17. 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 certifying that the Notice remains recorded at the Cabarrus and Rowan County Register of Deeds offices and that the Land Use Restrictions are being complied with, and stating:

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

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

c. whether any vapor barrier and/or mitigation systems installed pursuant to Land Use Restriction 5 above are serving the function for which they were installed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how.



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In lieu of submissions of LURUs by particular owners, a property owners association or other entity may submit same on behalf of some or all owners of the Brownfields Property, if said association or entity:

d. has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DENR that includes, at a minimum, the name and mailing address, and if available, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is being submitted; or

e. is responsible for submission of the LURU on behalf of such owners pursuant to a condominium declaration, "covenants, conditions and restrictions" or a functionally equivalent instrument recorded in the land records of Cabarrus County or Rowan County, as applicable.

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.



14 13

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

27th day of June, 2008.

Castle & Cooke North Carolina, LLC

By: [Signature]
Lynne Scott Safrit
President

By: [Signature] 6-27-08
Name typed or printed: STEVEN J. MERSCH
Title typed or printed: VP- Controller

STATE OF North Carolina
Cabarrus COUNTY

I, Kimberly M. Bumgardner a Notary Public of the county and state aforesaid, certify that Lynne Scott Safrit personally came before me this day and acknowledged that she is President of Castle & Cooke North Carolina, LLC, a Delaware limited liability company, and a Member as well as its Manager, and Steven J. Mersch personally came before me this day and acknowledged that he/she is VP- Controller of said company, that by authority duly given and as the act of the company, the foregoing Notice of Brownfields Property was signed in its name by them.

2008 WITNESS my hand and official stamp or seal, this 27 day of June



My Commission expires: 12/17/2011

Kimberly M. Bumgardner
Name typed or printed: Kimberly M. Bumgardner
Notary Public

[Stamp/Seal]



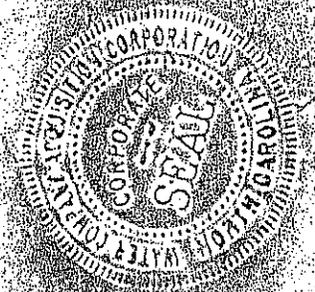
ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner of the portion of the Brownfields Property denominated "Water Vault" on the plat component of this Notice of Brownfields Property, Water Company Acquisition Corporation hereby acknowledges recordation of the Notice and the Land Use Restrictions contained herein.

By: Michael W. Skinn
Name typed or printed: Michael W. Skinn President

Title typed or printed:

Date: 6-25-08



ATTEST:

Bridgette Bell
Name typed or printed: Bridgette Bell
Secretary, Water Company Acquisition Corporation

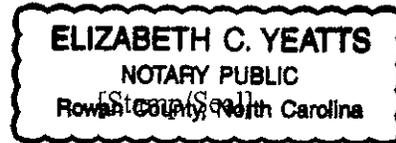
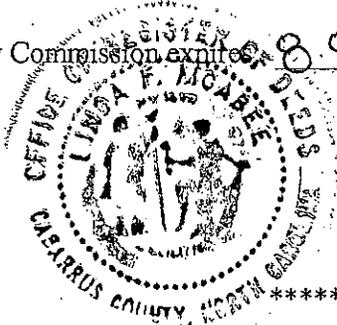
STATE OF North Carolina
Cabarrus COUNTY

I, Elizabeth C. Yeatts, a Notary Public of the county and state aforesaid, certify that Bridgette Bell personally came before me this day and acknowledged that he/she is the Secretary of Water Company Acquisition Corporation, 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 acknowledged in its name by its President and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 25 day of June, 2008

Elizabeth C. Yeatts
Name:
Notary Public

My Commission expires 8.8.2012



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ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner of a portion of the Brownfields Property, Castle & Cooke - NCRC Properties 2, LLC hereby acknowledges recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

By: *Lynne Scott Safrit*
Name typed or printed: Lynne Scott Safrit
Title typed or printed: President

6/25/08
Date

By: *Thomas D. Sanctis*
Name typed or printed: Thomas D. Sanctis
Title typed or printed: VP Life Sciences

6/25/08
Date

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Kimberly M. Bungardner, a Notary Public of the county and state aforesaid, certify that Lynne Scott Safrit personally came before me this day and acknowledged that he/she is a Member of Castle & Cooke - NCRC Properties 2, LLC, a Delaware limited liability company, and its Manager, and Thomas D. Sanctis personally came before me this day and acknowledged that he/she is VP - Life Sciences of said company, 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 them.

WITNESS my hand and official stamp or seal, this 25th day of June, 2008.

Kimberly M. Bungardner
Name typed or printed: Kimberly M. Bungardner
Notary Public

My Commission expires: 12/17/2011



[Stamp/Seal]



ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner of a portion of the Brownfields Property, Castle & Cooke - NCRC Properties 4, LLC hereby acknowledges recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

By: *Lynne Scott Seferit*
President
Name typed or printed: *Lynne Scott Seferit*
Title typed or printed: *President*

6/25/08
Date

By: *Thomas D Sanctis*
THOMAS D SANCTIS
Name typed or printed: *Thomas D Sanctis*
Title typed or printed: *VP - Life Sciences*

6/25/08
Date

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, *Kimberly M. Bumgardner*, a Notary Public of the county and state aforesaid, certify that *Lynne Scott Seferit* personally came before me this day and acknowledged that he/she is a Member of Castle & Cooke - NCRC Properties 4, LLC, a Delaware limited liability company, and its Manager, and *Thomas D. Sanctis* personally came before me this day and acknowledged that he/she is *VP - Life Sciences* of said company, 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 them.

WITNESS my hand and official stamp or seal, this *25th* day of *June*, 2008

Kimberly M. Bumgardner
Kimberly m. Bumgardner
Name typed or printed:
Notary Public

My Commission expires: *12/17/2011*

[Stamp/Seal]



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ACKNOWLEDGMENT OF PROPERTY OWNERS

For the current owners of condominiums comprising the Core Laboratory portion of the Brownfields Property, the David H. Murdock Core Laboratory Building Owners Association, Inc. hereby acknowledges recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

By: *Lynne Scott Safrat*
President
Name typed or printed: *Lynne Scott Safrat*
Title typed or printed: *President*

6/25/08
Date

ATTEST:

Dianne S. Moon
Name typed or printed: *Dianne S. Moon*
Secretary, David H. Murdock Core Laboratory Building Owners Association, Inc.

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, *Kimberly M. Bumgardner* a Notary Public of the county and state aforesaid, certify that *Dianne S. Moon* personally came before me this day and acknowledged that he/she is the Secretary of the David H. Murdock Core Laboratory Building Owners Association, Inc., 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 acknowledged in its name by its *President* and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this *25th* day of *June*, 200*8*

Kimberly M. Bumgardner
Name:
Notary Public

My Commission expires *12/17/2011*


[Stamp/Seal]



ACKNOWLEDGMENT OF PROPERTY OWNER

As the current owner of a portion of the Brownfields Property, Atlantic American Properties, Inc. hereby acknowledges recordation of this Notice of Brownfields Property and the land use restrictions contained herein.

By: *Lynne Scott Seifert*
President

6/25/08

Name typed or printed: Lynne Scott Seifert
Title typed or printed: President

Date

By: *Dianne S. Moon*
VP-Property management & Assistant Secretary

6/25/08

Name typed or printed: Dianne S. Moon
Title typed or printed: VP-Property management and Assistant Secretary

Date

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Kimberly M. Bumgardner a Notary Public of the county and state aforesaid, certify that Dianne S. Moon personally came before me this day and acknowledged that he/she is the Secretary of Atlantic American Properties, Inc., a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing Notice of Brownfields Property was acknowledged in its name by its President and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this 25th day of June, 2008

Kimberly M. Bumgardner
Kimberly M. Bumgardner
Name typed or printed:

Notary Public

My Commission expires: 12/17/2011



[Stamp/Seal]



NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

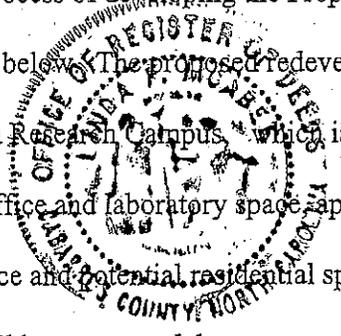
IN THE MATTER OF: ~~Castle & Cooke North Carolina, LLC~~

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Former Pillowtex Plant 1, <i>et al.</i> Site
OF 1997, N.C.G.S. § 130A-310.30, <i>et seq.</i>)	1 Lake Circle Dr., 681 N. Loop Rd., 218
Brownfields Project # 09029-05-13)	Chestnut Ave., Water Vault Plant #1
Kannapolis, NC)	Cabarrus and Rowan Counties

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina Department of Environment and Natural Resources ("DENR") and Castle & Cooke North Carolina, LLC (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, *et seq.* (the "Act"). All references to DENR shall be understood to include any successor in function.

Castle & Cooke North Carolina, LLC is a Delaware limited liability company that was formed on December 15, 2004. Its sole member is Castle & Cooke Holdings, Inc., a California corporation. The address of its principal office and President, Lynne Scott Safrit, is 210 Oak Avenue, Kannapolis, North Carolina 28082. This Agreement concerns approximately 154 acres comprising the former "Pillowtex Plant 1" property and adjacent properties, in Kannapolis, North Carolina, which lies in Cabarrus and Rowan Counties. Castle & Cooke North Carolina, LLC is in the process of developing the Property for the mixed use purposes described in paragraph 15.a. below. The proposed redevelopment plan includes, among other things, the "North Carolina Research Campus" which is anticipated to encompass more than one million square feet of office and laboratory space, approximately 350,000 square feet of new retail and commercial space and potential residential space. The project will include a 311,000-square foot building that will house a core laboratory, a state-of-the art contract manufacturing biogenic



Pillowtex BFA

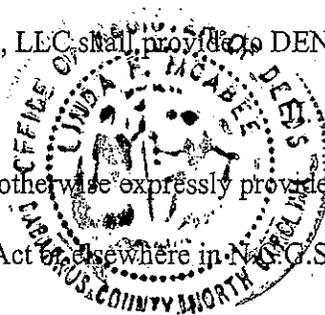
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facility, and the Dole Research Institute, focusing on scientific research about nutrition, fruits and vegetables. Future components are anticipated to include a private high school for girls that focuses on mathematics and science, a North Carolina State University Institute for Advanced Fruit and Vegetable Science, a University of North Carolina at Chapel Hill Institute for Excellence in Nutrition, a conference center and hotel, and other medical, laboratory and research facilities. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1.

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 Castle & Cooke North Carolina, LLC for contaminants at the property which is the subject of this Agreement.

The Parties agree that Castle & Cooke North Carolina, LLC's entry into this Agreement, and the actions undertaken by Castle & Cooke North Carolina, LLC in accordance with the Agreement, do not constitute an admission of any liability by Castle & Cooke North Carolina, LLC.

The resolution of this potential liability, in exchange for the benefit Castle & Cooke North Carolina, LLC, shall provide to DENR, is in the public interest.



DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in N.C.S. 130A, Article 9 shall have the meaning assigned to

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them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.

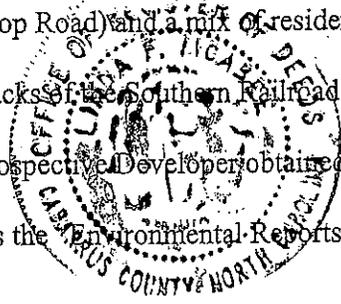
2. "Prospective Developer" shall mean Castle & Cooke North Carolina, LLC.

III. STATEMENT OF FACTS

3. The Property consists of the land at 1 Lake Circle Drive (the "Plant 1" portion, Cabarrus County Property Identification Numbers ("PINs") 5614611712, 5614608851, 5614711129, 5614617402, 5614614508, 5614619276, 5614624080, 5614713034, 5614717889/Rowan County PIN 149137), 681 North Loop Road (the "Data Center" portion, Cabarrus County PIN 5614620503), 218 Chestnut Avenue (the "Curb Motorsports" portion, Cabarrus County PIN 5614500434) and Water Vault Plant #1 (the "Water Vault" portion, Cabarrus County PIN 5614507359), Kannapolis, North Carolina, and comprises approximately 154 acres. Prospective Developer has committed itself to redevelopment of the Property for no uses other than mixed use as described in paragraph 15.a., including without limitation a health and nutrition research campus that will encompass office and laboratory space, a math and science high school, retail shops, a hotel and conference center, restaurants, potential residences, walking trails, bike paths and green space.

4. The Property is bordered to the north, west and south by Dale Earnhardt Boulevard (formerly Loop Road) and a mix of residential and commercial property; and to the east by Main Street and tracks of the Southern Railroad.

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



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Title	Prepared by	Date of Report
UST Closure Report, Fieldcrest Cannon Plant #1	Legacy Environmental Services, Inc.	August 28, 1998
Limited Site Assessment – Phase II, Fieldcrest Cannon Plant #1	Legacy Environmental Services, Inc.	September 8, 1999
Comprehensive Site Assessment Report, Fieldcrest Cannon Plant #1	Legacy Environmental Services, Inc.	January 7, 2000
Soil Boring Investigation Truck Parking Area	Pyramid Environmental Inc.	December 21, 2000
Limited Site Assessment Report	Pyramid Environmental, Inc.	January 3, 2001
Limited Site Assessment Report, Fieldcrest Cannon Plant 1	Pyramid Environmental & Engineering, PC	October 8, 2001
UST Closure Report, Fieldcrest Cannon Plant 1	Pyramid Environmental & Engineering, PC	October 17, 2001
Phase II Limited Site Assessment Report, Fieldcrest Cannon Plant 1	Pyramid Environmental & Engineering, PC	February 15, 2002
Inactive Hazardous Waste Site Evaluation, Fieldcrest Cannon Plant #1	Pyramid Environmental & Engineering, PC	February 25, 2002
Phase I Limited Site Assessment Report	Pyramid Environmental & Engineering, PC	July 26, 2002
Phase II Limited Site Assessment Report	Pyramid Environmental & Engineering, Inc.	May 9, 2003
Phase I Environmental Site Assessment	S&ME, Inc.	August 2003
Supplemental Assessment Report	Hart & Hickman, PC	July 2, 2004
Phase IA Work Plan	S&ME, Inc.	November 2005
September 2005 Ground Water Monitoring Report, Former Truck Terminal Area	Waters Edge Environmental, LLC	November 22, 2005
Site Assessment Plan	S&ME, Inc.	February 2006
Soil Contamination Report/ Site Closure Request, Truck Parking Area	Waters Edge Environmental, LLC	February 6, 2006
Phase IA Assessment Report	S&ME, Inc.	March 2006
Site Assessment Plan	S&ME, Inc.	March 2006
24-Hour Leak Report, Main Street USTs and Former Citgo USTs	Waters Edge Environmental, LLC	March 22, 2006
Underground Storage Tank Closure Report, Hwy 29-A Main Street	Waters Edge Environmental, LLC	April 6, 2006

Title	Prepared by	Date of Report
Parking Lots		
Soil Contamination Report/Site Closure Request, 500 Block North Main Street Area	Waters Edge Environmental, LLC	April 19, 2006
Soil Contamination Report/Site Closure Request Addendum, Hwy 29-A Main Street Parking Lots	Waters Edge Environmental, LLC	May 4, 2006
Unsuitable Soils Remediation Report - Areas 1-3	Waters Edge Environmental, LLC	May 25, 2006
Soil Contamination Report/Site Closure Request Addendum, 500 Block North Main Street Area	Waters Edge Environmental, LLC	June 20, 2006
24-Hour Release Report, Diesel Fuel Release Below Boilerhouse	Waters Edge Environmental, LLC	June 23, 2006
Soil Contamination Report/Site Closure Request Addendum #2	Waters Edge Environmental, LLC	June 29, 2006
Free Product Recovery and June 2006 Ground Water Monitoring Report, Former Truck Terminal Area	Waters Edge Environmental, LLC	July 11, 2006
Stormwater and Fuel Oil Release Emergency Response and Baker's Creek Surface Water Sampling Report	Waters Edge Environmental, LLC	July 13, 2006
Petroleum Contaminated Soil Removal Progress Report	Waters Edge Environmental, LLC	July 25, 2006
Demolition Soil Closure Sampling, Former Bleachery Building	Waters Edge Environmental, LLC	August 4, 2006
July 2006 Petroleum Contaminated Soil Removal Progress Report, Boilerhouse Area (Incident 16917)	Waters Edge Environmental, LLC	August 22, 2006
Demolitions Soil Closure Sampling Former Warehouse/Shop Area Adjacent to Sheet Distribution	Waters Edge Environmental, LLC	August 30, 2006
July/August 2006 Petroleum Contaminated Soil Removal Progress Report, Boilerhouse Area	Waters Edge Environmental, LLC	September 8, 2006
April/May 2007 Soil/Ground Water Assessment Progress Report, Mill & Impacted Soils, Former Oil & Paint House Ground Water Assessment	Waters Edge Environmental, LLC	October 10, 2007

Title	Prepared by	Date of Report
Former Boilerhouse Ground Water Assessment, Main Street UST Release Ground Water Assessment		
August/September 2006 Petroleum Contaminated Soil Removal Progress Report, Boilerhouse Area	Waters Edge Environmental, LLC	October 18, 2006
Response to NCDENR September 27, 2006 Correspondence	Waters Edge Environmental, LLC	October 27, 2006
December 2006/January 2007 Boilerhouse Soil Excavation Progress Report	Waters Edge Environmental, LLC	January 30, 2007
Former Wastewater Treatment Plant Surge Stone Characterization Report	Waters Edge Environmental, LLC	January 31, 2007
Surface Water/Groundwater Investigation, Former Boilerhouse Excavation Area	Waters Edge Environmental, LLC	February 19, 2007
Mill 6/7 Beneficial Fill and Debris, Former Plant #1	Waters Edge Environmental, LLC	April 11, 2007
Electrical Substation Soil Investigation, Former Plant #1	Waters Edge Environmental, LLC	April 27, 2007
Site Assessment Report North Carolina Research Center	S&ME, Inc.	March 2007
Receptor Survey	S&ME, Inc.	March 2007 (submitted March 25, 2008)
Indoor Air and Soil Leaching Evaluation, Fill Project, Former Pillowtex Plants 1 and 4	Hart & Hickman, PC	June 29, 2007
April/May 2007 Soil/Ground Water Assessment progress Report	Waters Edge Environmental, LLC	October 10, 2007
Soil and Groundwater Assessment Report, Proposed Medical Office Building and Parking Deck B1	Hart & Hickman, PC	November 9, 2007
Summary Report, Fill Project, Former Pillowtex Plants 1 and 4 Kannapolis, North Carolina	Hart & Hickman, PC	February 15, 2008
Soil Vapor Evaluation, Proposed Medical Office Building	Hart & Hickman, PC	March 25, 2008
Initial Abatement Action Report	Hart & Hickman, PC	March 27, 2008

Title	Prepared by	Date of Report
Additional Receptor Survey Information (Revised)	Hart & Hickman, PC	April 10, 2008

6. For purposes of this Agreement, DENR relies on the following representations by Prospective Developer as to use and ownership of the Property:

a. The Property was the location of the Cannon Mills textile company and its "Plant 1," which James William Cannon established in the early 1900s in the community that later became Kannapolis. The Cannon family sold the business, including the land, to PHC Cannon Holding Corporation in 1982. In 1986, Pacific Holding Corporation sold the stock of Cannon Holding Corporation to Fieldcrest Mills, Inc. At that time Cannon Holding Corporation owned Cannon Mills Company, which, in turn, owned the land on which Plant 1 was located. Plant 1 Mill shut down operations in July 2003 as a result of the bankruptcy of Fieldcrest's parent, Pillowtex Corporation.

b. The "Plant 1" and "Data Center" portions of the Property together comprise approximately 152 acres and were the site of a textile mill from 1907 until 2003. The land contained numerous textile manufacturing buildings and structures used for support operations such as power generation, fire protection, maintenance and administration.

c. Prospective Developer acquired the "Plant 1" and "Data Center" portions of the Property on August 28, 2006 as a result of a merger with Castle & Cooke Kannapolis, LLC. That entity had purchased the "Plant 1" portion on June 27, 2005 from the bankruptcy estate of the Pillowtex Corporation, and acquired the "Data Center" portion on July 31, 2005 from Nazareth Upstate, Inc.

d. The "Curb Motorsports" portion of the Property consists of approximately 2.16

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acres and previously served as a distribution center for promotional products of the business known as Curb Records, and as a showroom for automobiles. This portion of the Property also previously housed maintenance operations for the race cars fielded by Curb business concerns, and a small automobile dealership and service facility. On September 21, 2007, Prospective Developer purchased this portion from its last owner, Curb Realty, Inc.

e. The "Water Vault" portion of the Property has been used as part of a water system, and more recently has been vacant. Prospective Developer is negotiating to purchase the "Water Vault" portion of the Property from its current owner, Water-Company Acquisition Corporation.

7. The most recent environmental sampling at the Property reported in the Environmental Reports occurred in February 2008. The following tables set forth, for contaminants present at the Property above 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	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Phase IA Assessment in the Future Core Lab and Energy Buildings Area				
Aluminum	CLBD	11/17/2005	39,000	DL
Beryllium	GLBI	11/17/2005	4.6	DL
Cadmium	CLBD	11/17/2005	5.7	1.75
Chromium	CLBD	11/17/2005	110	50

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Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Cobalt	CLBD	11/17/2005	32	DL
Iron	CLBD	11/17/2005	58,000	300
Lead	CLBD	11/17/2005	26	15
Manganese	CLBD	11/17/2005	2,300	50
	CLB	11/17/2005	590	
Thallium	CLB	11/17/2005	1.5	DL
	CLBD	11/17/2005	2.1	
Vanadium	CLBD	11/17/2005	130	DL
Site Assessment Samples Property-wide				
Cadmium	MW-7	8/29/06	5.7	1.75
Lead	MW-6	8/31/06	47	15
	MW-7	8/27/06	300	
	MW-11	8/31/06	62	
	MW-14	7/25/06	240	
Benzene	MW-14	7/25/06	17,000	1
1,2 Dibromoethane	MW-14	7/25/06	1,200	0.0004
1,2 Dichloroethane	MW-14	7/25/06	770	0.38
Dibenzo (a,h) anthracene	MW-16 Off	7/14/06	1.2	0.0047
Ethyl Benzene	MW-14	7/25/06	1,900	550
Naphthalene	MW-14	7/25/06	610	21
N-propyl benzene	MW-14	7/25/06	120	70
Toluene	MW-14	7/25/06	14,000	1,000
1,2,4-Trimethyl benzene	MW-14	7/25/06	890	350
Xylenes	MW-14	7/25/06	8,000	530
Former Boilerhouse and Oil & Paint Areas				
Arsenic	Boilerhouse Geoprobe-1	5/29/2007	240	50
	Oil & Paint Geoprobe-1	5/29/2007	380	

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Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Beryllium	Boilerhouse Geoprobe-1	5/29/2007	190	DL
	Oil & Paint Geoprobe-1	5/29/2007	340	
Chromium	Boilerhouse Geoprobe-1	5/29/2007	660	50
	Oil & Paint Geoprobe-1	5/29/2007	6,400	
Copper	Oil & Paint Geoprobe-1	5/29/2007	1,600	1,000
Lead	Boilerhouse Geoprobe-1	5/29/2007	1,800	15
	Oil & Paint Geoprobe-1	5/29/2007	2,100	
Mercury	Boilerhouse Geoprobe-1	5/29/2007	2.8	1.05
	Oil & Paint Geoprobe-1	5/29/2007	51	
Nickel	Boilerhouse Geoprobe-1	5/29/2007	680	100
	Oil & Paint Geoprobe-1	5/29/2007	5,600	
Zinc	Boilerhouse Geoprobe-1	5/29/2007	3,800	1,050
	Oil & Paint Geoprobe-1	5/29/2007	13,000	
Proposed Medical Office Building (Former Curb Motorsports) Area				
Benzene	TW-1	10/19/2007	1,800	1
1,2-Dibromethane	TW-1	10/19/2007	183	0.0004
1,2-Dichloroethane	TW-1	10/19/2007	169	0.38
Diisopropyl ether	TW-1	10/19/2007	166	70
Ethyl Benzene	TW-1	10/19/2007	2,640	550
Methylnaphthalene	TW-1	10/19/2007	69.3	14

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Groundwater Contaminant	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Naphthalene	TW-1	10/19/2007	332	21
n-Propylbenzene	TW-1	10/19/2007	314	70
Tetrachloroethene	TW-1	10/19/2007	128	0.7
	TW-2	10/19/2007	2.3	
Toluene	TW-1	10/19/2007	16,700	1,000
1,2,4-Trimethylbenzene	TW-1	10/19/2007	2,510	350
1,3,5-Trimethylbenzene	TW-1	10/19/2007	838	350
Xylenes	TW-1	10/19/2007	14,340	530

DL = detection limit

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, except where noted:

Soil Contaminant	Sample Location	Depth in feet	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (mg/kg)	Standard (mg/kg)
Phase 1A Assessment in the Future Core Lab and Energy Building Area					
Benzo(a)anthracene	Mill 2B	0-3	11/15/2005	0.55	0.022
	CLB	0-3	11/15/2005	0.60	
Benzo(a)pyrene	Mill 2A	0-3	11/15/2005	0.18	0.022
	Mill 2B	0-3	11/15/2005	0.48	
	Mill 2C	0-3	11/15/2005	0.080	
	CLB	0-3	11/15/2005	0.83	
	CLB	5-8	11/15/2005	0.070	
Benzo(b)fluoranthene	CLB	0-3	11/15/2005	0.82	0.22
	Mill 2B	0-3	11/15/2005	0.36	
Dibenz(a,h)anthracene	Mill 2B	0-3	11/15/2005	0.052	0.022

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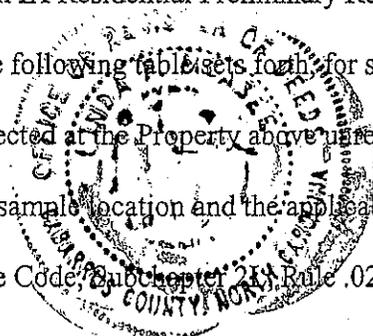
Soil Contaminant	Sample Location	Depth in feet	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (mg/kg)	Standard (mg/kg)
Site Assessment Property-wide					
Arsenic	MW-4 OFF	8-10	7/12/06	4.6	4.4
	MW-5 OFF	3-5	7/12/06	5.6	
	MW-6	3-5	8/29/06	12	
	MW-6	28-30	8/29/06	7.1	
	MW-9	18-20	7/13/06	4.6	
	MW-9 OFF	3-5	7/13/06	5.5	
	MW-10	23-25	8/30/06	15	
	MW-11	28-30	8/30/06	10	
	MW-16	0-2.5	7/13/06	5.2	
	MW-16 OFF	3-5	7/13/06	9.8	
	GSS-1	Elev. 825	7/26/06	5.5	
	GSS-3	Elev. 825	7/26/06	7.1	
	GSS-4	Elev. 825	7/26/06	7.9	
	GSS-6	Elev. 825	7/26/06	8.5	
GSS-7	Elev. 825	7/26/06	5.3		
GSS-8	Elev. 825	7/26/06	8.6		
Benzene	MW-14	28-30	7/24/06	16	0.64
2-Methyl naphthalene	MW-14	28-30	7/24/06	24	11.2
Naphthalene	MW-14	28-30	7/24/06	72	11.2
Toluene	MW-14	28-30	7/24/06	250	132
1,2,4-Trimethylbenzene	MW-14	28-30	7/24/06	300	52**
1,3,5-Trimethylbenzene	MW-14	28-30	7/24/06	100	21**
Xylenes, total	MW-14	28-30	7/24/06	620	54
Benzo(a)anthracene	MW-12	18-20	7/18/06	0.040	0.022
Benzo(a)pyrene	MW-12	18-20	7/18/06	0.045	0.022

Soil Contaminant	Sample Location	Depth in feet	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (mg/kg)	Standard (mg/kg)
Former Boilerhouse/Oil and Paint House Areas					
Benzo (a) anthracene	TP-3	Pit Bottom	12/2006	0.8	0.022
Benzo (a) pyrene	TP-3	Pit Bottom	12/2006	0.69	0.022
C9-C22 Aromatics	TP-3	Pit Bottom	12/2006	1,200	469*
Arsenic	TP-3	Pit Bottom	12/2006	8.1	4.4
	TP-5	Pit Bottom	12/2006	7.4	
	PB-2	Pit Bottom	12/2006	5.5	
	PB-4	Pit Bottom	12/2006	6.3	
	PB-9	Pit Bottom	12/2006	4.9	
Thallium	PB-2	Pit Bottom	12/2006	3.1	1.04
	PB-3	Pit Bottom	12/2006	3.7	
	PB-4	Pit Bottom	12/2006	2.2	
	PB-5	Pit Bottom	12/2006	2.1	
	PB-6	Pit Bottom	12/2006	1.7	
	PB-7	Pit Bottom	12/2006	3.4	
	PB-8	Pit Bottom	12/2006	2.4	
	PB-9	Pit Bottom	12/2006	1.6	
Proposed Medical Office Building (Former Curb Motorsports) Area					
1,3,5-Trimethylbenzene	TW-1/SB-1	24-26	10/19/2007	21.9	21**
Xylenes	TW-1/SB-1	24-26	10/19/2007	71.1	54

*DENR Underground Storage Tank ("UST") Section Standard

**EPA Region IX Residential Preliminary Remediation Goal

8. The following table sets forth, for substances regulated by DENR's UST Section that have been detected at the Property above unrestricted use standards, the maximum concentration found at each sample location and the applicable standard from Title 15A of the North Carolina Administrative Code, Subchapter 2K, Rule .0202 (both in micrograms per liter, the equivalent of



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parts per billion):

UST Program Regulated Substance	Sample Location	Date of Maximum Concentration Sampling	Maximum Concentration above Standard (µg/L)	Standard (µg/L)
Former Truck Terminal Area (diesel and gas USTs)				
Free Product	MW-1 MW-3 MW-9	9/22/2005		DL
C5-C8 Aliphatics	MW-2	9/22/2005	130,000	420
	MW-5	6/5/2006	11,000	
	MW-7	6/5/2006	1,300	
	MW-16	6/5/2006	29,000	
C9-C18 Aliphatics	MW-2	9/22/2005	37,250	4,200
	MW-5	9/22/2005	4,800	
C9-C22 Aromatics	MW-2	9/22/2005	7,000	210
	MW-5	6/5/2006	960	
	MW-16	6/5/2006	2,050	
Benzene	MW-2	9/22/2005	23,000	1
	MW-4	9/22/2005	5.2	
	MW-5	6/5/2006	3,900	
	MW-7	6/5/2006	400	
	MW-16	6/5/2006	15,000	
Bromodichloro- methane	MW-7	6/5/2006	2.4	0.56
Diisopropyl ether	MW-2	9/22/2005	14,000	70
	MW-5	6/5/2006	2,700	
	MW-7	6/5/2006	280	
	MW-16	6/5/2006	9,300	
Ethyl benzene	MW-2	9/22/2005	2,500	550
	MW-16	6/5/2006	1,500	
Methyl tert-butyl ether	MW-2	9/22/2005	60,000	200
	MW-5	6/5/2006	1,800	
	MW-7	6/5/2006	560	
	MW-16	6/5/2006	6,800	
Toluene	MW-2	9/22/2005	33,000	1,000

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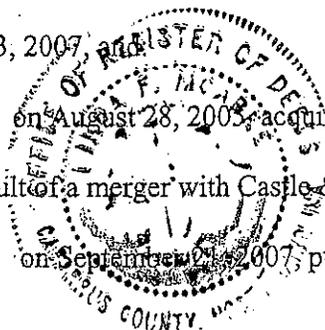
	MW-5	6/5/2006	5,000	
	MW-16	6/5/2006	24,000	
Xylenes	MW-2	9/22/2005	14,000	530
	MW-5	6/5/2006	3,800	
	MW-16	6/5/2006	9,600	
2,4-Dimethylphenol	MW-2	9/22/2005	440	140
2-Methylphenol	MW-5	6/5/2006	20	DL
Naphthalene	MW-2	9/22/2005	520	21
	MW-5	6/5/2006	120	
	MW-7	6/5/2006	26	
	MW-16	6/5/2006	500	
Lead	MW-2	9/22/2005	71	15
Main Street UST Area				
1,2-Dichloroethane	Main St. Geoprobe -1	5/29/2007	32	0.38
Lead	Main St. Geoprobe -1	5/29/2007	1,700	15
	Main St. Geoprobe -2	5/29/2007	130	

DL = detection limit

9. 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 May 24, 2005, and revised Letters of Intent dated June 21, 2006 and May 23, 2007, and

a. on August 28, 2003, acquiring the "Plant 1" and "Data Center" portions of the Property as a result of a merger with Castle & Cooke Kannapolis, LLC;

b. on September 21, 2007, purchasing the "Curb Motorsports" portion of the



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Property;

c. negotiating to purchase the "Water Vault" portion of the Property; and

d. demolishing old mill buildings, regrading the Property, installing utilities, performing site development work and constructing several new buildings, including, among others, buildings to house the core laboratory, a central energy facility, and research facilities for the University of North Carolina.

10. 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:

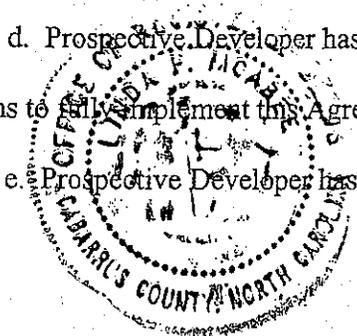
a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

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.



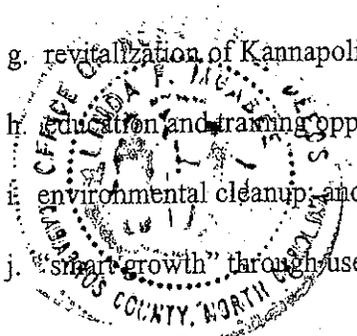
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11. Prospective Developer has paid the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and shall make a payment to DENR of \$3,500 at the time Prospective Developer and DENR enter into this Agreement, defined for 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

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

- a. a return to productive use of the Property;
- b. construction investment in the community;
- c. significant employment growth, estimated by some at 30,000 jobs eventually;
- d. growth of the tax base and taxes associated with increased economic activity;
- e. the opportunity in the community to live and work in the same area;
- f. the potential for positive impacts on surrounding businesses, and for new jobs and businesses, which may include retail, hotels, restaurants and other endeavors, in the surrounding area;
- g. revitalization of Kannapolis' downtown;
- h. education and training opportunities;
- i. environmental cleanup; and
- j. "smart growth" through use of land in an already developed area, which avoids



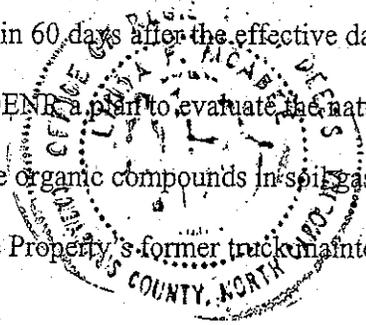
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development of land beyond the urban fringe ("greenfields").

V. WORK TO BE PERFORMED

13. Within 60 days after the effective date of this Agreement, Prospective Developer shall submit to DENR a plan to monitor groundwater conditions at the Property boundary associated with identified Groundwater-Influenced Soil Vapor Zones. The plan shall include a map proposing the locations of monitoring wells to be retained, replaced or installed; well construction details; sampling and analytical methodology; and a schedule. Prospective Developer shall, within a reasonable period established by DENR, correct any deficiencies DENR identifies in the plan, and shall implement the plan, in the form in which DENR approves the plan in writing to DENR's written satisfaction. Thereafter, Prospective Developer shall, to DENR's written satisfaction, mitigate potential risks that DENR determines implementation of the plan has identified. Within a reasonable period established by DENR, Prospective Developer shall, in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, abandon all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property not being retained in connection with the Groundwater-Influenced Soil Vapor Zones monitoring plan. Prospective Developer shall, within 30 days after concluding such abandonment, provide DENR a report setting forth the procedures and results of the abandonment activities.

14. Within 60 days after the effective date of this Agreement, Prospective Developer shall submit to DENR a plan to evaluate the nature and extent, and potential vapor intrusion risk posed by, volatile organic compounds in soil gas associated with the groundwater-influenced soil vapor zone in the Property's former truck maintenance area. The plan shall include a map

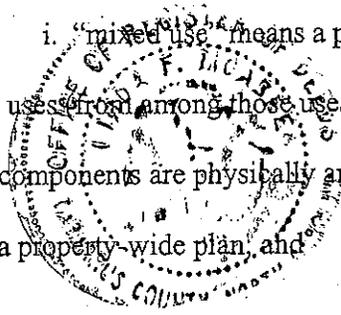


proposing sampling locations, sampling and data evaluation methodology, and a schedule. Prospective Developer shall, within a reasonable period established by DENR, correct any deficiencies DENR identifies in the plan, and shall implement the plan, in the form in which DENR approves it in writing, to DENR's written satisfaction. Thereafter, Prospective Developer shall, to DENR's written satisfaction, mitigate potential vapor intrusion risks that DENR determines implementation of the plan has identified.

15. By way of the Notice of Brownfields Property referenced below in paragraph 20, 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.

a. No use may be made of the Property other than for mixed use, in the form of a campus devoted to health, nutrition, agricultural and other research that may encompass business offices, laboratory facilities, medical clinics and offices, biogenic contract-manufacturing activities, educational facilities, research and development facilities, a math and science high school, government offices, retail shops, a hotel and conference center, a wellness center, restaurants, residences (subject to Land Use Restriction b. below), entertainment and cultural activities, walking trails, bike paths, parks and green space, a central energy facility, utilities and parking. For purposes of this restriction:

i. "mixed use" means a project that includes three (3) or more significant revenue-producing uses (from among those uses set forth above) that are mutually supporting and whose project components are physically and functionally integrated and developed in conformance with a property-wide plan, and



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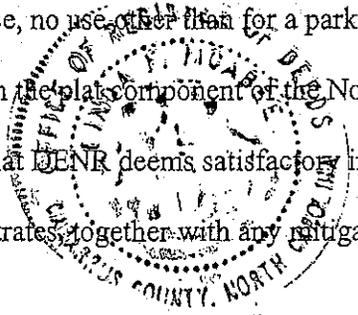
ii. "central energy facility" means a facility that will contain equipment to provide the following services for itself and other facilities on the Property:

- A. emergency power generation,
- B. cooling through an underground loop containing chilled water,
- C. heating and hot water through an underground loop; and
- D. information technology, together with related services and infrastructure.

b. No residential use of the Property may occur without DENR's prior written approval on such conditions as DENR imposes, except (subject to subparagraph 15.e. below) the hotel use referenced in subparagraph 15.a. above and on the second or higher story of structures containing non-residential uses on the first floor.

c. No use or redevelopment may occur of the 2.16 acres denominated "Former Curb Motorsports Site" on the plat component of the Notice referenced in paragraph 20 below, without prior sampling that DENR deems satisfactory in writing and that DENR determines in writing in advance demonstrates, together with any mitigation and/or remediation that DENR requires, that the subject portion of the Property is suitable for the proposed use or redevelopment, while fully protecting public health and the environment.

d. Unless compliance with this Land Use Restriction is waived in writing by DENR in advance, no use other than for a parking deck may occur of the area denominated "Water Vault" on the plat component of the Notice referenced in paragraph 20 below, without prior sampling that DENR deems satisfactory in writing and that DENR determines in writing in advance demonstrates, together with any mitigation and/or remediation that DENR requires, that



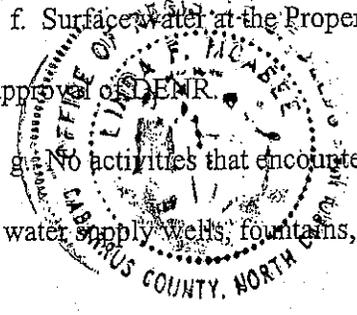
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the subject portion of the Property is suitable for another proposed use, while fully protecting public health and the environment.

e. Within the area(s) designated as "Groundwater-Influenced Soil Vapor Zone" on the plat component of the Notice referenced in paragraph 20 below, no building may be constructed until DENR has been consulted regarding the proximity of the planned building to any volatile organic compound plume reflected in the most recent sampling results reasonably available to DENR. If DENR determines that the footprint of a building proposed to be constructed on the Property would fall within one hundred (100) feet of such a plume, it may not be constructed until Prospective Developer: i. installs a vapor barrier system and/or mechanical or passive vapor mitigation system based on the sampling results referenced above and approved in writing by DENR; or ii. prepares an assessment of the risk posed by plume-related soil gas that demonstrates to DENR's written satisfaction that neither a vapor barrier nor mitigation system is required. Within thirty 30 days following installation of any vapor barrier system and/or mechanical or passive vapor mitigation system required by this subparagraph, 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, only after which may the building be used. DENR's UST Section retains any jurisdiction it possesses over the matters addressed in this subparagraph.

f. Surface water at the Property may not be used for any purpose without the prior written approval of DENR.

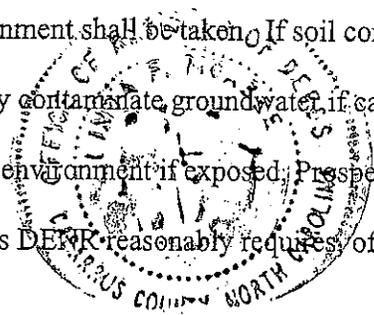
g. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or



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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 the applicable North Carolina 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.

h. Within the area(s) denominated "Soil Restrictions" on the plat component of the Notice of Brownfields Property referenced in paragraph 20 below, soil at a depth greater than five (5) feet may not be exposed without a minimum of seven (7) business days advance written notice to DENR, unless DENR states otherwise in writing in advance. At the time such soil is exposed, DENR may inspect and sample, or require sampling of, the exposed soil for contaminants. If soil contamination is discovered that DENR determines would likely contaminate groundwater even if capped, or that may pose an imminent threat to public health or the environment if exposed, as much soil as DENR reasonably requires shall be removed and disposed of in accordance with applicable law, and any other actions that DENR reasonably requires to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment shall be taken. If soil contamination is discovered that DENR determines would not likely contaminate groundwater if capped, or likely pose an imminent threat to public health or the environment if exposed, Prospective Developer shall have the option, in relation to as much soil as DENR reasonably requires, of removing and disposing



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of said soil in accordance with applicable law, or leaving said soil in place under such conditions as DENR imposes.

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.

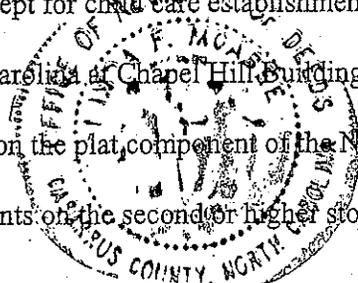
j. Within the area(s) designated "Groundwater-Influenced Soil Vapor Zone" on the plat component of the Notice referenced in paragraph 20 below, no basements may be constructed on the Property unless they are vented in conformance with applicable building codes.

k. None of the contaminants 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 without the prior written approval of DENR, except in *de minimis* amounts for cleaning, other routine housekeeping and maintenance activities and in offices; and as constituents of fuel (e.g., for support vehicles or backup generators) and in maintenance supplies, medical clinics and laboratory supplies and chemicals.

l. The Property may not be used for grazing, timbering or timber production without the prior written approval of DENR.

m. The Property may not be used for horse-riding without the prior written approval of DENR.

o. Except for child care establishments in the buildings designated "Existing University of North Carolina at Chapel Hill Building" and "Existing North Carolina State University Building" on the plat component of the Notice referenced in paragraph 20 below, and child care establishments on the second or higher story of structures containing non-residential



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uses on the first floor, the Property may not be used as a playground or for child care establishments without the prior written approval of DENR on such conditions as DENR

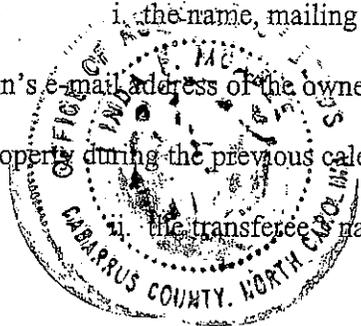
imposes. For purposes of this restriction, "playground" means an exterior area in contact with surface soil that is designed for and equipped with facilities for children to engage in physical activity.

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

q. 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, provided that such party shall use reasonable efforts to minimize interference with legal operations on the Property.

r. During January of each year after the year in which the Notice referenced below in paragraph 20 is recorded, the then current owner of any part of the Property shall submit a notarized Land Use Restrictions Update ("LURU") to DENR certifying that the Notice of Brownfields Property containing these land use restrictions remains recorded at the Cabarrus and Rowan County Register of Deeds offices and that the land use restrictions are being complied with, and stating:

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



2. the transferee name, mailing address, telephone and facsimile

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numbers, and contact person's e-mail address, if said owner transferred any part of the Property during the previous calendar year; and

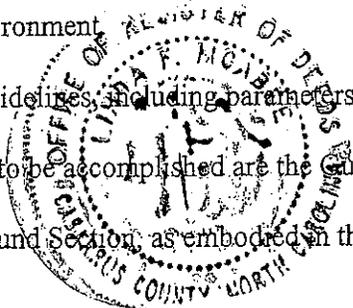
iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 15.e. above are serving the function for which they were installed, and whether the uses of the ground floors of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how. In lieu of submissions of LURUs by particular owners, a property owners association or other entity may submit same on behalf of some or all owners of the Property, if said association or entity:

iv. has accepted responsibility for such performance pursuant to a notarized instrument satisfactory to DENR that includes, at a minimum, the name and mailing address, and if available, telephone and facsimile numbers, and e-mail address of each owner on whose behalf the LURU is being submitted; or

v. is responsible for submission of the LURU on behalf of such owners pursuant to a condominium declaration, "covenants, conditions and restrictions" or a functionally equivalent instrument recorded in the land records of Cabarrus County or Rowan County, as applicable.

16. The desired result of the above-referenced 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.

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



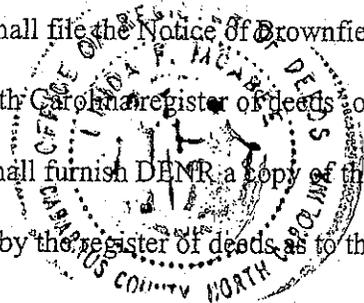
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18. The consequences of achieving or not achieving the desired results will be that the uses to which the Property is put are or are not suitable for the Property while fully protecting public health and the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

19. In addition to providing access to the Property pursuant to subparagraph 15.q. 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 as may be 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.

20. 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 Cabarrus and Rowan County, North Carolina register of deeds offices. 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



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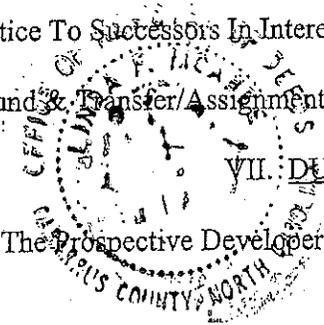
documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

21. 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 Cabarrus County land records at Book 8316, Page 0077-0037 and in the Rowan County land records at Book 1124, Page 101." Prospective Developer shall make any such instrument available to DENR for purposes of this Agreement and the Act, provided that: i. financial figures related to the conveyance may be redacted, ii. such disclosure may be made subject to the confidentiality and trade secret provisions of the North Carolina Public Records Act (to the extent applicable), and iii. if form documents are used (for example, a form lease), Prospective Developer shall send the individual identified in subparagraph 35.a. below a template of the form.

22. 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, to the extent it legally can, 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

23. The Prospective Developer shall exercise due care at the Property with respect to

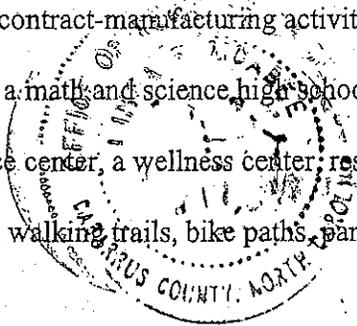


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regulated substances and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. DENR agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by 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 immediately notify the DENR official referenced in paragraph 35.a. below of any related notifications provided pursuant to N.C.G.S. 130A-310.1 and 143-215.84, Section 103 of CERCLA, 42 U.S.C. § 9603 and/or any other law.

VIII. CERTIFICATION

24. By entering into this agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than that committed to in the Brownfields Letter of Intent dated May 24, 2005, and updated by letters dated June 21, 2006 and May 23, 2007, by which it applied for this Agreement. That use, described in paragraph 15.a. above, is mixed use in the form of a campus devoted to health, nutrition, agricultural and other research that may encompass business offices, laboratory facilities, medical clinics and offices, biogenic contract-manufacturing activities, educational facilities, research and development facilities, a math and science high school, government offices, retail shops, a hotel and conference center, a wellness center, restaurants, potential residences, entertainment and cultural activities, walking trails, bike paths, parks and green space, central energy facility, utilities and



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parking. 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

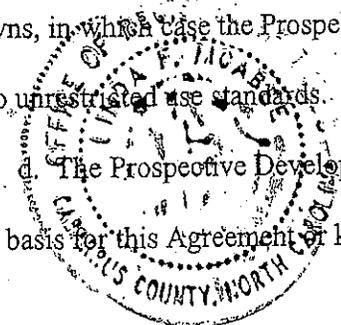
25. Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

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 on any portion of the Property the Prospective Developer owns, in which case the Prospective Developer shall be responsible for remediation of that portion 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



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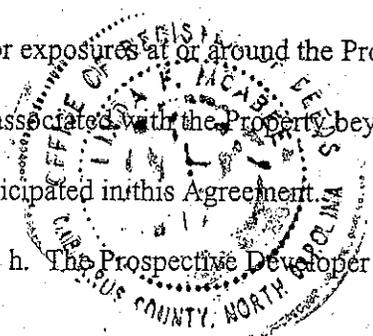
demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.

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



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Brownfields Property under N.C.G.S. 130A-310.35.

26. 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.

27. 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.

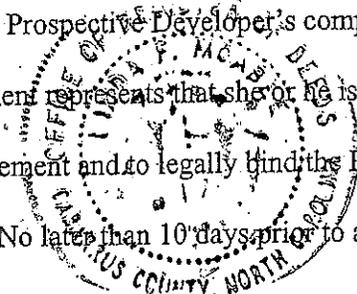
X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

28. 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

29. The Prospective Developer agrees that the acts and omissions of its officers, directors, employees, and agents shall be considered its acts and omissions for purposes of determining Prospective Developer's compliance with this Agreement. 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.

30. No later than 10 days prior to any transfer or assignment by Prospective Developer



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of fee simple interest in any portion of the Property to an unaffiliated entity, Prospective Developer shall provide in writing to DENR the transferee or assignee's name, mailing address, and if available, telephone and facsimile numbers, and e-mail address.

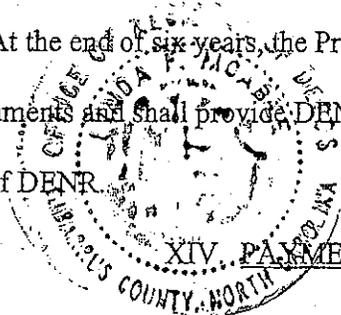
XII. DISCLAIMER

31. Except as may be set forth herein, 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.

32. 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

33. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies, investigations and documents relating to the management and disposal of all chemical wastes and regulated substances at the Property, for six years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of six 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.



XIV. PAYMENT OF ENFORCEMENT COSTS

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34. 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 litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

35. 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:

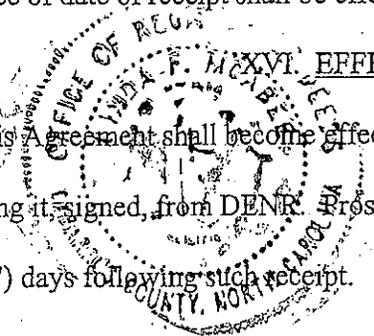
a. for DENR:

Sharon Poissant Eckard
N.C. Division of Waste Management
Brownfields Program
401 Oberlin Road, Suite 150
Raleigh, NC 27605

b. for Prospective Developer:

Castle & Cooke North Carolina, LLC
210 Oak Avenue
Kannapolis, NC 28082
Attn: Lynne Scott Safrit, President

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.



36. 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.

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XVII. TERMINATION OF CERTAIN PROVISIONS

37. 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

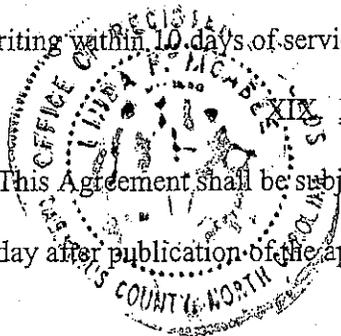
38. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation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

39. 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 30 days prior to the initiation of such suit or claim.

40. 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

41. 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



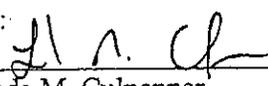
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Brownfields Property required by N.C.G.S. § 130A-310.34 in the North Carolina Register, or the day after publication of the same in a newspaper of general circulation serving the area in which the Property is located, whichever occurs later. After 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:



 Linda M. Culpepper

Deputy Director, Division of Waste Management

June 23, 2008

Date

IT IS SO AGREED:

Castle & Cooke North Carolina, LLC

By:



 Lynne Scott Safrit

President

June 25, 2008

Date

Name typed or printed:

Title typed or printed:

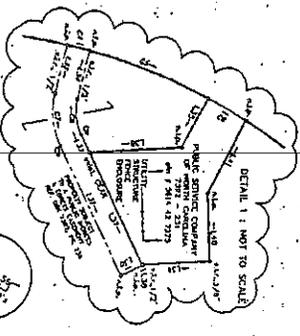
Steven J Mersch
VP - Controller

Date

6-27-08



Lot	Area	Volume	Notes
131	27.37	11.07	
132	18.12	20.72	
133	18.12	20.72	
134	18.12	20.72	
135	18.12	20.72	
136	18.12	20.72	
137	18.12	20.72	
138	18.12	20.72	
139	18.12	20.72	
140	18.12	20.72	
141	18.12	20.72	
142	18.12	20.72	
143	18.12	20.72	
144	18.12	20.72	
145	18.12	20.72	
146	18.12	20.72	
147	18.12	20.72	
148	18.12	20.72	
149	18.12	20.72	
150	18.12	20.72	



GENERAL NOTE OF EXPLANATION

It is hereby certified that this map is correct from City of Raleigh records and is a true and correct copy of the original map on file in the office of the City of Raleigh, North Carolina.

City of Raleigh, North Carolina
 Planning Director

Map of Thompson & Associates, PA
 PROFESSIONAL LAND SURVEYORS
 303 South Main Street
 Raleigh, N.C. 27601
 Telephone (704) 938-4661

Lot	Area	Volume	Notes
131	27.37	11.07	
132	18.12	20.72	
133	18.12	20.72	
134	18.12	20.72	
135	18.12	20.72	
136	18.12	20.72	
137	18.12	20.72	
138	18.12	20.72	
139	18.12	20.72	
140	18.12	20.72	
141	18.12	20.72	
142	18.12	20.72	
143	18.12	20.72	
144	18.12	20.72	
145	18.12	20.72	
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138	18.12	20.72	
139	18.12	20.72	
140	18.12	20.72	
141	18.12	20.72	
142	18.12	20.72	
143	18.12	20.72	
144	18.12	20.72	
145	18.12	20.72	
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149	18.12	20.72	
150	18.12	20.72	

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City of Raleigh, North Carolina
 Planning Director

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GENERAL NOTE OF EXPLANATION

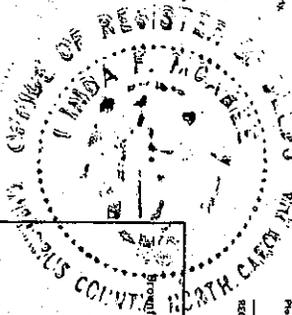
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City of Raleigh, North Carolina
 Planning Director

GENERAL NOTE OF EXPLANATION

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City of Raleigh, North Carolina
 Planning Director



PROPERTY DESCRIPTION FOR BROWNFIELDS AGREEMENT

SITUATED in Township #4 in Cabarrus County and China Grove Township in Rowan County (as indicated below), North Carolina, consisting of a total of eleven (11) parcels or tracts of land being more particularly described as follows:

Parcel I (Pillowtex Plant 1 Main Tract. Less and Except Subdivided Tracts Described as Parcels II through IX, below, located in Cabarrus and Rowan Counties):

All that certain tract or parcel of land, consisting of 132.978 acres, more or less, shown on Sheet 1 of 2, Recombination Plat titled "151.839 Acres, the North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 89 of the Office of the Register of Deeds of Cabarrus County, North Carolina and in Book 9995, Page 6098 of the Office of the Register of Deeds of Rowan County, North Carolina.

Parcel II (Subdivided Tract One, Cabarrus County Only):

All of Tract One, consisting of 4.188 acres, more or less, shown on Sheet 2 of 2, Recombination Plat titled "Detail - Tracts #'d 1 through 7, North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 90 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel III (Subdivided Tract Two, Cabarrus County Only):

All of Tract Two, consisting of 1.122 acres, more or less, shown on Sheet 2 of 2, Recombination Plat titled "Detail - Tracts #'d 1 through 7, North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 90 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel IV (Subdivided Tract Three, Cabarrus County Only):

All of Tract Three, consisting of 1.805 acres, more or less, shown on Sheet 2 of 2, Recombination Plat titled "Detail - Tracts #'d 1 through 7, North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 90 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel V (Subdivided Tract Four, Cabarrus County Only):

All of Tract Four, consisting of 2.676 acres, more or less, shown on Sheet 2 of 2, Recombination Plat titled "Detail - Tracts #'d 1 through 7, North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in



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Map Book 52, Page 90 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel VI (Subdivided Tract Five, Cabarrus County Only):

All of Tract Five, consisting of 0.825 acres, more or less, shown on Sheet 2 of 2, Recombination Plat titled "Detail - Tracts #'d 1 through 7, North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 90 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel VII (Subdivided Tract Six, Cabarrus County Only):

All of Tract Six, consisting of 2.163 acres, more or less, shown on Sheet 2 of 2, Recombination Plat titled "Detail - Tracts #'d 1 through 7, North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 90 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel VIII (Subdivided Tract Seven, Cabarrus County Only):

All of Tract Seven, consisting of 1.970 acres, more or less, shown on Sheet 2 of 2, Recombination Plat titled "Detail - Tracts #'d 1 through 7, North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 90 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel IX (Subdivided Tract Eight, Cabarrus County Only):

All of that certain tract or parcel of land designated as #8, consisting of 4.112 acres, more or less, shown on Sheet 1 of 2, Recombination Plat titled "151.839 Acres, the North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 89 of the Office of the Register of Deeds of Cabarrus County, North Carolina.

Parcel X (Former Curb Realty, Inc. Tract, located in Cabarrus County Only):

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being "Tract 'B', 2.162 acres" of the survey entitled "5 Tracts, 15.709 acres of Atlantic American Properties, Inc." prepared by Mel G. Thompson and Associates, dated September 20, 1993, and being more particularly described as follows:

BEGINNING at an existing iron rod on the south side of the right of way of Pine Street, a corner of Fieldcrest Cannon, Inc. (Deed Book 602-525) and runs thence with the western boundary of Fieldcrest Cannon, Inc. S. 26-50-54 E. 285.50 feet to an existing iron rod on the north side of S. Chestnut Street; thence 4 calls as follows: 1) S. 65-06-27

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W. 258.77 feet; 2) N. 24-50-38 W. 7.91 feet; 3) S. 64-42-31 W. 64.00 feet; 4) N. 67-07-15 W. 35.65 feet, said point having a tie line S. 8-34-15 W. 74.13 feet to a PK nail in the centerline intersection of Kannapolis Loop Road and S. Chestnut Street and runs thence N. 21-48-59 W. 215.00 feet to a new iron post; thence N. 25-19-45 E. 46.51 feet to a new iron post; thence N. 24-34-47 W. 7.58 feet to a point on the south side of Pine Street; thence with Pine Street N. 65-13-03 E. 289.66 feet to the point of BEGINNING.

Parcel XI (Water Company Acquisition Corp. Tract, located in Cabarrus County Only):

All of that certain parcel or tract of land identified as the Water Co. Acquisition Corp. land (PIN 5614 50 7359), shown on the southerly border of Parcel I, described above, on Sheet 1 of 2, Recombination Plat titled "151.839 Acres, the North Carolina Research Campus," prepared June 8, 2007 by Mel G. Thompson & Associates, PA, recorded in Map Book 52, Page 89 of the Office of the Register of Deeds of Cabarrus County, North Carolina.



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