
DECLARATION OF COVENANTS,
RESTRICTIONS, AND RESERVATION OF
EASEMENTS



The Carolina Commerce and Technology Center, Inc.

Amended and Restated

March 24th, 2022

INDEX

DECLARATION	2
CLAUSE I PROPERTY SUBJECT TO THIS DECLARATION.....	3
CLAUSE II GENERAL PROVISIONS.....	4
I. EFFECTIVE DATE	4
II. TO RUN WITH THE LAND.....	4
III. LIFE	4
IV. AMENDMENT	4
V. SEPRABILITY	4
CLAUSE III MISSION, BOARD OF DIRECTORS, OBLIGATIONS.....	5
I. PURPOSE.....	5
II. REQUIREMENTS	6
III. BOARD OF DIRECTORS	7
IV. THE COMTECH ASSOCIATION.....	7
V. THE ARCHITECTURAL REVIEW COMMITTEE	9
CLAUSE IV ARCHITECTURAL REQUIREMENTS.....	12
I. USE REGULATIONS	12
II. GENERAL ARCHITECTURE	13
III. ADDITIONAL STANDARDS	15
CLAUSE V LANDOWNER REQUIREMENTS AND RIGHTS	18
I. RESALE RIGHT OF LAND	18
II. LEASING FACILITIES.....	21
CLAUSE VI ZONING AND REGULATIONS.....	22
I. INTENT	22
II. PERMITTED USES	22
III. PROHIBITED USES	23
TAB A TO CLAUSE I COMMON GROUNDS AND SECURITY FEES.....	25
I. GENERAL PROVISIONS.....	25
II. SCHEDULE OF FEES	26
CONTRACTURAL AGREEMENT	29

COVENANTS, RESTRICTIONS AND RESERVATION OF EASEMENTS

AFFECTING THE CAROLINA COMMERCE AND TECHNOLOGY CENTER, INC. (COMTECH)

WHEREAS, by instrument dated 24 March 2022, and recorded with the Robeson County Register of Deeds, the Board of Directors of The Carolina Commerce and Technology Center, Inc. approved these covenants, restrictions, and reservations. This instrument is recorded in Book D 2339, Page 344-373, Robeson County Registry, and is applicable to all entities that shall locate within the COMtech Park or who by any other affiliation shall become a member of the COMtech Park. These covenants supersede all previous covenants and amendments. These covenants may be amended/changed only by a 2/3 majority vote of the COMtech Board of Directors (a quorum of board members eligible to vote is required). Any amendments or changes so approved shall supersede any previously recorded covenants of The Carolina Commerce and Technology Center, Inc. also known as COMtech. The vote, once accomplished, shall become the effective time of any change, and the effective date of enforcement and compliance, regardless if prior to the recording of any change, which must be accomplished by COMtech within 60 days of any approving vote.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

COMtech property subject to this declaration is any land designated and set aside for COMtech management by the Commissioners of Robeson County, or obtained by COMtech by any other means, such as donations or direct purchase or transfer. These covenants shall run with the land and be enforceable when duly recorded in the office of The Register of Deeds of Robeson County, North Carolina and/or under any scenario whether duly recorded or omitted from the deed for any parcel or any portion thereof of any parcel of land under the jurisdiction or management of COMtech. The mere act of omission is irrelevant to the enforceability of these covenants.

The land designated for management by COMtech may be expanded or reduced by a vote of 2/3 of all members of the COMtech Board of Directors. Once any portion of COMtech lands are sold or transferred or given as part of any incentive program to a landowner within the COMtech Park or set aside as a conservation area or buffer zone or easement essential to the integrity and proper functioning of the site or to meet sound environmental standards, or appropriate barriers between COMtech and adjoining landowners, then these lands shall be exempt from future removal and may not be removed from COMtech management except under the dissolution of COMtech. Planning and working maps used by COMtech in the development of any or all the land assigned to it may be released to any requester only with the prior approval of COMtech. This is to preclude misunderstanding and misuse where an option(s) may be considered in planning but not subsequently adopted or adopted in an altered configuration different from the initial planning.

CLAUSE II

GENERAL PROVISIONS

I. EFFECTIVE DATE

These covenants shall become effective on March 24th 2022 and shall replace in their entirety the original covenants dated the fourth day of April 2001 and all subsequent revisions to these covenants

II. TO RUN WITH THE LAND

Except as otherwise set forth herein, the covenants herein set forth shall run with the land and shall bind the present owner, its successors and assigns; all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of said building sites, with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereof.

III. LIFE

Each of the conditions set forth above shall continue and be binding upon the Granter, upon its successors and assigns, and upon each of them and all parties and all persons claiming under them, for a period of thirty (30) years from the 4th day of April 2001. They may be renewed by the COMtech Board of Directors.

IV. AMENDMENT

- A. Except for changing the life of these covenants, the same may be amended at any time by The Carolina Commerce and Technology Center, Inc., with the consent evidenced by a required 2/3 majority vote cast by the COMtech Board of Directors.
- B. The life of the conditions and covenants may be changed only upon the written consent of The Carolina Commerce and Technology Center, Inc.

V. SEPARABILITY

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

CLAUSE III

MISSION, BOARD OF DIRECTORS, CA BOARD, OBLIGATIONS FOR THE CAROLINA COMMERCE AND TECHNOLOGY CENTER

MISSION STATEMENT

The Carolina Commerce and Technology Center, Inc. (COMtech, Inc.) will provide an environment that fosters and supports business and industrial development that builds upon one another in order to be more profitable and surpass all goals of its residents.

I. PURPOSE

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, and reservations hereby declared for the following purposes.

- A. To establish the Carolina Commerce and Technology Center, Inc. as an area devoted to the creation of jobs and investment by seeking and supporting the development and relocation of business and industry on the COMtech site(s). This effort is to be enhanced by on-site education, training and business development activities sponsored by COMtech, the University of North Carolina Pembroke, Robeson Community College, the public schools of Robeson County, and other entities so qualified and approved by COMtech.
- B. To develop the Carolina Commerce and Technology Center, Inc. with a cohesive, park-like character and to ensure it will always be a continuing asset to Robeson County and the southeast region of the State of North Carolina. A place appealing to potential and existing businesses and governmental units.
- C. To ensure proper, desirable use and appropriate development, improvement, security, and maintenance of the Carolina Commerce and Technology Center, Inc. by requiring each landowner to participate in the COMtech common grounds maintenance and security program on a fee basis as described further herein. This requirement may not be waived for any tenant.
- D. To protect all owners from improper and undesirable use of surrounding building sites that could depreciate the value of their properties.
- E. To guard against the erection of structures built of improper or unsuitable materials.
- F. To encourage the erection of attractive improvements, with appropriate locations on buildings sites thereof.

- G. To ensure and maintain proper setbacks from streets and adequate open spaces between structures which will insure a park-like character.
- H. To provide, in general, for a high type and quality of improvement of said property. COMtech shall maintain common areas and provide security within the park to benefit all present and future tenants.

II. REQUIREMENTS

- A. The requirement to participate in the COMtech maintenance and security program is mandatory – with no exceptions. The fees assessed for these services, described later herein, shall be due and payable upon a fee payment schedule announced by COMtech. This schedule will normally be based on quarters of the year, with payment due in full prior to the beginning day of each quarter in which services are performed. The act of purchasing land in COMtech shall be a binding contract to comply with all of these covenants, to participate in the common grounds maintenance and security program, and to pay on time each quarter the full amount billed, which is described later herein. Further, late payment is subject to, at the sole discretion of COMtech, a late fee in the amount determined by the COMtech board of directors, and may be reported to any or all credit bureaus or business rating services such as Dunn and Bradstreet. COMtech may also choose, at its discretion, to employ the services of any collection agency or legal entity to act on its behalf to recover any monies owed. The payment of these fees shall not be contestable under any venue and each landowner, by purchasing land under these covenants, acknowledges and testifies that they agree in every respect to the payment of these fees without exception, and that they fully understand and agree to any and all stipulations regarding the term incontestable and the potential impacts of reporting late payments. The purchaser of land in COMtech, to include, in perpetuity, any subsequent purchasers, agrees by acceptance of a deed of trust for the land, to the incontestable surrender of all land purchased in COMtech for a fee of seventy-five percent (75%) of the original purchase price of the land, notwithstanding any other costs associated with the original purchase, plus all costs incurred by COMtech to repossess the land (i.e. additional mortgage or mortgages, legal fees, or any other liens against the property) or if construction is not begun within eight months of purchase, regardless of improvements. However, the executive director of COMtech, with permission of the board of directors, may extend this deadline to one (1) year or to any other date set by the board based upon “reasonable effort” being made to begin construction. This stipulation is enforceable unless otherwise understood and agreed upon by the COMtech board of directors or unless, due to unforeseeable acts such as a severe weather phenomenon that causes extensive damage in the area, this unforeseeable act would preclude the start of construction of an approved structure within the allotted time frame. This stipulation is to prevent land speculation and ensure the sale of land directly supports the main objective of COMtech to create jobs for the people of the county and the region. The sale and ownership of

land is not the purpose of COMtech; the primary purpose of COMtech is to create jobs.

- B. Right of Inspection - Members and agents of the Architectural Review Committee and any member of the COMtech organization or a representative of Robeson County and its agents may, at any reasonable and safe time, during initial construction or during construction of subsequent additions or improvements, enter upon the site of an Owner for the purpose of inspecting the improvements, site development and their compliance with the architectural and site guidelines.

- C. A contract, a sample of which is attached, will be signed prior to closing any land purchase and before issuing any deed of trust for any land owned or controlled by COMtech. This contract will serve as evidence that the tenets of these covenants are understood, and all remedies are agreed to, and are not contestable. This process ensures:
 - 1. Fairness amongst all landowners, having each bear an appropriate level of management, maintenance, and security costs in COMtech.
 - 2. The continued high level of common grounds maintenance and security required to protect and enhance the property value of all landowners.
 - 3. The attraction of businesses that will locate in the COMtech park and establish jobs.

III. BOARD OF DIRECTORS

The Carolina Commerce and Technology Center is overseen by a board of directors consisting of eleven (11) members. There are an additional three (3) Ex Officio members. The officer breakdown of the board includes a chairman, vice chairman, secretary, and treasurer. The Ex Officio members include the Robeson County attorney, Robeson County finance officer and Robeson County Economic Development Commission director. Two (2) board members are owners within COMtech that are appointed by the COMtech Board and the COMtech Association. Additionally, there will be an executive director on staff at COMtech overseeing the day to day operations of the park.

IV. THE COMtech ASSOCIATION

A. General

There is hereby established the COMtech Association. Each landowner within COMtech is a member of The COMtech Association (CA). Each landowner in good standing (no indebtedness to COMtech and in compliance with COMtech covenants) is a voting member of the CA and has one vote. The primary purposes of the CA are to support the growth of COMtech by recommending actions and processes that

best support each business/industry in COMtech and to assist in achieving their goals.

The interest of the landowners may include, but is not limited to, marketing the COMtech site, recommending services for landowners, assisting with grievances, generating ideas for the park, such as walking trails or other recreation facilities, ensuring all landowners maintain their property according to the covenants, recommending security and safety issues for action, collaborating on appeals to the tax board, etc. The CA shall meet at least one time annually and additional times as requested by the CA board.

B. Structure of the COMtech Association Board

1. **Board Members** - The COMtech Association shall elect a board which will consist of five (5) members. Three (3) members to be nominated and elected by a majority vote of the CA members in good standing at the association annual meeting. The other two (2) members will be appointed by the COMtech Board of Directors from current Owners I Association Managers in good standing.
2. **Term of Office** - All five members shall serve a term of three (3) years and are eligible for re-election or re-appointment.
3. **Meetings** – The CA Board shall meet at least one time annually and additional times as requested by the CA or a CA Board member. Meetings will be scheduled. Members of the board will be notified of any meeting both in writing and telephonically.
4. **Quorum** – A quorum shall consist of three (3) board members present at any scheduled meeting. A quorum of board members voting shall be needed to approve a matter of consideration. Board members may participate telephonically or electronically at any meeting.
5. **Voting** – All matters must either be presented to the COMtech Association Board (CAB) by the COMtech Association or presented to all members of the Association by the CAB for discussion or clarification prior to a vote by the CAB. Any policy recommendations or changes approved by the CA or CAB must then be brought before the COMtech Board of Directors for final approval.

C. ORGANIZATION AND FUNCTIONS OF THE COMtech ASSOCIATION

1. The CA shall be responsible for its own organization as follows:

- a. Selection of two landowners by simple majority vote from among the members in good standing to represent the Association on the COMtech Board of Directors for three-year (3) terms and may be re-appointed by majority vote.
- b. Assist COMtech in the development or revision of policies and procedures to manage and provide services to the park.
- c. Make recommendations to add or curtail services.
- d. Assist in enforcing the covenants and collection of fees.
- e. Keep all landowner members informed of general meetings, issues, and changes.
- f. Develop a process and procedures to assist in marketing COMtech.

- g. Develop recommendations with funding options to maintain the appearance of the park and to add recreational and beautification projects to enhance the quality of life in the park.
- h. Develop policies and procedures for the CA to intervene with members not in good standing in order to ensure the park remains functional, secure and retains an attractive appearance.
- i. Sees that each member contributes a fair share to the security and appearance of the park.
- j. The CA may coordinate with the COMtech Executive Director for administrative supplies, coordination of meeting space and any other support within his/her capability to provide

2. Quorum and Voting of the COMtech Association

- a. A quorum shall be a group that represents a simple majority of the total voting rights within COMtech.
- b. The actions of the COMtech Association shall be approved by a simple majority of those present at any meeting in which a quorum is achieved.

D. ELIGIBILITY TO SERVE ON CA/COMtech BOARDS

All members of the COMtech Association Board and the COMtech Board of Directors shall be in good standing at appointment and throughout their term of service. If at any time they are not in good standing, they will have no further vote and will be replaced within 30 days by the COMtech Association Board | the COMtech Board of Directors, whichever being relevant. Any replacement so named will serve until the next full meeting of the CA | COMtech Board of Directors when a vote of the general membership in good standing shall re-nominate them, if they are in good standing, or nominate a different member to serve.

V. THE ARCHTECTURAL REVIEW COMMITTEE

A. General

There is hereby established an Architectural Review Committee. No actual construction, building additions, or exterior alteration of buildings, utilities, signs, pavements, landscaping, nor may other facilities be initiated, without approval of plans by the Architectural Review Committee. Failure to follow this requirement may result in fines and/or stop work orders issued by the Architectural Review Committee or the COMtech board.

B. Process

- 1. The Architectural Review Committee shall either approve or disapprove submitted plans within fifteen (15) days from the date on which the plans are submitted.
- 2. Failure of the Architectural Review Committee to act within the fifteen-day period shall constitute approval of said plans.

3. The objective of the Architectural Review Committee is to provide approval or recommendations or requirements within 72 hours from receipt of the design plans.
4. Once plans are approved by the Architectural Review Committee or COMtech Board, the Owner will have 120 days to commence construction, or such other work as needed to improve the lot for construction. If work does not commence, the approval of the plans by the Architectural Review Committee shall lapse.

C. Structure of The Architectural Review Committee

1. **Members** - The Architectural Review Committee shall consist of three (3) members. One of the three members must meet the following criteria: Licensed architect, Engineer, Landscape architect, a person having building construction experience. The Executive Director (Chief Executive Officer) of The Carolina Commerce and Technology Center, Inc. shall serve as one of the three (3) members and shall chair all proceedings and be responsible for all administrative support for the Architectural Review Committee. The COMtech Board of Directors, with input from the COMtech Association Board, will appoint the other two (2) members.
2. **Term of office** - Appointment to the Architectural Review Committee shall be for three (3) years from date of appointment. Members may serve more than one term either consecutively or inconsecutively.
3. **Quorum and voting** - Two (2) members of the Architectural Review Committee shall constitute a quorum. Actions of the Architectural Review Committee will be by the majority vote of those members in attendance at any meeting at which there is a quorum present. In the event of a tie vote, which is possible if one member elects not to vote or is absent, The Executive Committee of the COMtech Board of Directors will resolve the issue(s) as the final arbiter.
4. **Meetings** - The Architectural Review Committee may meet informally, formally, by telephone, written communication, or electronically as may be sufficient to conscientiously, and fully, perform its duties.

i. Completion of Work

All improvements upon the site, including alteration, construction, and landscaping, must be completed within eighteen (18) months after the commencement of construction upon the site. This period of time may be extended at the sole discretion of the Executive Director and the COMtech Board in the event that work, or completion on the site is rendered impossible due to extenuating circumstances beyond the control of the Owner. If work is not completed within the given time frame without said extenuating circumstances, COMtech may begin charging quarterly fees as per the current formula that is in effect on the acreage and approved square footage for the site.

The following information, as appropriate, shall be submitted to the Architectural Review Committee for its approval of any plans.

1. Preliminary architectural plans for the proposed building or buildings. (Where will all structures be located on the land?)
2. A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas, and sidewalks.
3. A grading plan and planting plan, including screen wall and fences, for analysis of adequacy of visual screening, erosion control, and landscape architectural design.
4. A site plan showing utilities and utility easements, including any waste disposal sites or configuration as a part of an operating facility.
5. An estimate of the maximum number of employees or students contemplated for the proposed development and timing of shifts during which they would work or study.
6. Plans for all signs to be erected, including details of location, design, color, and lighting.
7. A letter from the applicant stating that the plans will conform to all applicable local, state, and federal codes, laws, standards, and ordinances.
8. Any other relevant data requested by the Architectural Review Committee

ii. Appeal from the Architectural Review Committee

Any landowner submitting a request to the Architectural Review Committee may attend all meetings of the Committee and may offer solutions to issues raised by the Committee. This is encouraged. The Committee may then proceed with approval or disapproval based upon these exchanges. The purpose of this provision is to expedite any response to the landowner and to try to always find a solution that meets both the needs of the landowner and of all other landowners in COMtech. Within five (5) days after granting approval of a proposed plan, the Architectural Review Committee shall notify all owners and tenants, who are entitled to receive notices, of the submission of the proposed plan of action taken by the said Architectural Review Committee in connection with such proposed plans.

Any current owner or tenant whose property is subject to these conditions, covenants, restrictions, and reservations may, within fifteen (15) days of being notified of the proposed plan file a written appeal to the Architectural Review Committee regarding approval of the proposed plan. After a response to the appeal, if the owner or tenant is not satisfied, they may appeal to the COMtech Board for their review and final resolution. If no such action has been taken within fifteen (15) calendar days, of the initial response from the Architectural Review Committee the appeal will be approved in favor of the landowner's proposed project by default.

iii. Exoneration of Architectural Review Committee and COMtech Board

The Architectural Review Committee shall not be subject to liability to any owner or any other party by reason of its failure to enforce any covenant, condition, or restriction stated herein. Neither the Architectural Review Committee, the COMtech Board, the COMtech Executive Director, or any member thereof shall be liable for any damage, loss, or prejudice suffered or claimed by any person on account of the approval or disapproval of any preliminary plans, drawings, or specifications, construction, or performance of any work, or the development of any site within the COMtech Business Park.

CLAUSE IV

ARCHITECTURAL REQUIREMENTS FOR THE CAROLINA COMMERCE AND TECHNOLOGY CENTER

I. USE REGULATIONS

- A.** No land within the Carolina Commerce and Technology Center, Inc. shall be used for other than uses specifically approved by the Robeson County Zoning Ordinance, the COMtech Board, and the COMTech Association in its efforts for compatibility with other COMtech businesses.
- B.** It is recognized that, because of the nature of technological change and changes in education concepts, as well as new business and industrial advances, there may be changes in the land use criteria approved by The Carolina Commerce and Technology Center, Inc. Board of Directors.
- C.** Restrictions shall not prevent The Carolina Commerce and Technology Center, Inc. from constructing, owning, operating, leasing, or conveying facilities for the primary use, enjoyment and convenience of owners and tenants of The Carolina Commerce and Technology Center, Inc. and their employees or of such groups or clubs as may be approved by the Association. Recreational facilities within The Carolina Commerce and Technology Center, Inc. may be established, and may include nature preserves, hiking trails, golf courses, fitness centers, meeting facilities or similar ventures.
- D.** The primary use of the land shall be for education and training facilities, most non-retail businesses except for service-type businesses, industrial, small service businesses such as plumbers, electricians, pharmacies, etc. COMtech may approve the construction and operation of any business that supports the businesses, industries, and educational facilities within COMtech. These may include restaurants with no drive through capability, entertainment and tourism venues and coffee shops

(drive through permitted), book and supply stores, printing and shipping stores, sports and general fitness centers, banking operations, mail box services, lodging facilities, dental and medical facilities and limited retail sales operations if associated specifically and directly with an education institution and operated for the purpose of training or enhancing the educational experience of the students participating, or used to support the businesses in COMtech, even if open to the general public. Nursery facilities may offer plants and flowers for sale if grown on the COMtech premises, and retail flower shops are also permitted as a convenience to the tenants of COMtech. Those types of businesses that can contribute to the attraction of COMtech, or the ease of work and a more pleasant work experience, are focused on the health and well-being of employees, among others, are appropriate and will be considered.

II. GENERAL ARCHITECTURE

A major emphasis within the park is to create an architecturally integrated complex where buildings compliment both their neighbors and the surrounding environment. This can be achieved by structures that are extensions of the natural setting and of materials that harmonize with the site and adjacent structures.

- A. **DRIVEWAYS** – All driveways are to be paved with asphalt or concrete
- B. **GARBAGE & WASTE** – All garbage bins will be enclosed and located at sides or rear of buildings with the open end not facing any street unless an exception is granted by the Architectural Review Committee.
- C. **FENCES AND WALLS** – No fence, masonry walls, hedge or mass planting shall extend into the front or side of any building except with the approval of the Architectural Review Committee. Excluded are any walls or fencing constructed as an entryway portal to COMtech, by The Carolina Commerce and Technology Center, Inc. or to highlight a particular architectural design or feature of a structure, or to accomplish a very narrowly defined purpose such as security for a childcare or daycare center, but not for general storage or security barriers. In those areas designated for industrial development, fencing for security and to cover outside storage areas from view may be appropriate and will be submitted to the Architectural Review Committee along with all building plans.
- D. **MAINTENANCE | LANDSCAPING** – All landscaping materials shall be properly maintained through watering, mulching, and fertilizing in such a way as to insure their survival. Any tree, shrub or ground cover plant which fails to survive shall be replaced with like kind or a suitable replacement variety, as approved by the COMtech director, within three (3) months of loss. This watering and replacement maintenance is the responsibility of the landowner upon whose parcel this landscaping exists.

E. SIGNAGE

1. General

- a. All signs in the Park will comply with all applicable regulations.
- b. Signs shall be designed, erected, altered, reconstructed, moved, and maintained in accordance with the plans and specifications submitted to the Architectural Review Committee.
- c. Signs advertising products or services or containing other direct sales information will not be permitted.

2. Permissible Owner / COMtech Association Manager (CAM) Identification Signs

- a. A free-standing sign can be in the front entrance area of the building to identify its CAM or a CAM's tenant.
- b. One (1) logo/emblem/graphic sign which is flush mounted to the building façade will also be allowed, contingent upon the approval of the Architectural Review Committee as to size, color, and location.
- c. Department of Transportation road signs will be allowed, such as STOP, speed limit, yield, etc.

3. Standards

- a. COMtech will maintain a site map (a sign listing all businesses and directions) and will maintain signs leading to the site map. Each COMtech Association manager shall have their name and location displayed on the site map sign. A "take-along" paper replica map may be available at the sitemap location. Site map sign maintenance is included in common area maintenance fees.
- b. Each COMtech Association Manager / Owner shall have their name, address, phone number and location displayed on the COMtech website.

4. Restrictions

- a. No signs or other advertising devices shall be erected, posted, painted, displayed, or otherwise made visible on any part of a building or parcel without prior approval of the Architectural Review Committee. Said approval will be determined after submittal to the Architectural Review Committee, based on a color design layout of the proposed signage with all dimensions and shown on the building. The Architectural Review Committee will review and approve or disapprove a proposal. Appeals may be made as described elsewhere herein.
- b. Signs on any parcel shall be limited solely to those that identify the name and type of business or are directional.
- c. No signs shall obstruct the vision of automobile traffic. The topmost point of any freestanding sign shall be no higher than four- and one-half feet (4.5') feet above the finished parcel grade on which it stands. It shall be no longer

than sixteen (16) feet in length, except those used by the Department of Transportation and COMtech entry signs and site map signs.

- d. Portable flashing, rotating or other similar signage devices are not permitted except as used by the North Carolina Department of Transportation for safety or traffic control, or if used temporarily during construction, if construction could impact public safety. Other than purposes stated, no portable signs are allowed.
- e. All permitted signs and advertising devices shall be properly maintained for the property. COMtech, with COMtech Association participation, shall have the right to require the removal of any sign, at the expense of the owner, that is not maintained to the Architectural Review Committee standards.
- f. No signs or advertising shall be mounted directly or painted on the exterior roof or face of any building, nor shall the topmost point of any sign be greater than twenty-four feet (24') above the average grade elevation of a parcel.
- g. One corporate logo sign may be placed on the front façade of the main tenant building. Such logo shall not exceed seventy-two square feet (72'). No height dimension may exceed six feet (6') without approval by the Architectural Review Committee. If a facility is located on a corner lot with traffic on the front and side of a facility, two corporate logos may be installed to facilitate recognition from both directions.

F. Parcel Size Minimum

1. COMtech Association Managers / Owners shall purchase a sufficient sized lot to meet all setback and other requirements set forth herein.
2. Each parcel shall have a minimum size of .75 acres, a width of no less than one hundred and fifty feet (150'), and shall conform to all regulations regarding setbacks, parking, driveways, and space requirements relating to distances required from adjoining properties.
3. Areas designated as environmentally protected areas are exempt from any size restrictions.
4. Lands used by COMtech for management and support functions are exempt from any size restrictions.

G. Parking and Loading

1. Notwithstanding any other provisions or standards contained in this ordinance, parking areas of sufficient size to provide parking for patrons, customers, suppliers, visitors, and employees shall be provided on the premises of each facility.
2. Parking areas shall be paved with an all-weather surface (concrete or asphalt) and shall provide for storm water drainage.
3. Loading areas for supplies and services shall be concrete or asphalt and sufficient to meet the requirements of each use. Loading areas shall be located, constructed, or landscaped to not be visible from any other lot or public street right-of-way.

III. ADDITIONAL STANDARDS

A. Liquid or Solid Waste

The discharge of untreated industrial waste into a stream or open or closed drain is strictly prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by the county and the North Carolina Department of Environment and Natural Resources. Park businesses shall be required to comply with federal, state and local regulations regarding pre-treatment of industrial waste prior to the waste being discharged into the sanitary sewer system. The local utility will administer the pre-treatment program and will apply pre-treatment standards to all industrial users using a permit application system and a sewer use ordinance.

B. Pollutants

No noxious or offensive trades, services, or activities shall be conducted on the premises.

C. Noise

There shall be no operational industrial noise on the property line that measures or exceeds any octave band of frequency as stated in the following table. Exemptions may apply to limited-duration repairs, emergency requirements of a short duration or for limited times during construction of new buildings, or for clearing ditches and other required maintenance.

Octave Band Center in Hz	Maximum dBA at Property Line
31.5	85
63	82
125	80
250	75
500	65
1000	60
2000	55
4000	50
8000	48

D. Site Drainage and Storm Water Retention

No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel, or swale without providing adequate culverts or waterway openings for natural drainage. No storm water run-off will be discharged into or permitted to flow into the storm water sewage system. Detention basins have been provided within the Park development. CAMs I Owners are required to comply with the storm water run-off regulations of the North Carolina Department of Environment and Natural Resources.

E. Storage

Outside storage of any materials, supplies or products shall not be permitted within any required setback area. Further, outside storage areas shall not be located, constructed, or landscaped allowing visibility from any other lot or public street right-of-way. This may require opaque fencing or dividers in some areas of COMtech.

F. Lot Coverage Percentage

1. Not more than seventy percent (70%) of the total area of a lot shall be covered by buildings, parking, and \ or loading areas in the north section of the park.
2. Not more than eighty percent (80%) of the total area of a lot shall be covered by buildings and parking areas in the southern industrial section, known to be south of McIntyre Avenue.

G. Right-Of-Way Easements

Each owner and tenant of property subject to these restrictions hereby agrees to cooperate with The Carolina Commerce and Technology Center, Inc. in the planning and granting of all easements necessary and is reasonable for the further development of the Park and which do not interfere with present use or future development of its property. Easements include those for gas, water, sewage, telephone, cable, electrical lines, entrance and access roads, and recreational use.

H. Repairs Caused by Negligence

In the event that the common area is in need of repair or maintenance, and this is the result of the willful or negligent act of any landowner, their employees, guests, clients, customers or others, the cost of such repair shall be added to, and become a part of, the assessment to which the responsible landowner's lot and facility is subject.

I. Hold Harmless Agreement

Each CAM I Owner agrees that it shall be held liable for all damages and injuries to any person or property resulting from the use or misuse of the common area by its employees, agents, or representatives. In the event of any failure to use the common area in a safe and reasonable manner, due to the acts or commissions of the Owner I CAM or the Owner I CAM's employees, agents or representatives, the

Owner I CAM agrees to and shall indemnify and hold harmless, The Carolina Commerce and Technology Center, Inc, its Board of Directors, its employees, its assigns, as well as the other Owner I CAMs, from any liability, claims or expense, including court costs, reasonable attorney fees, mechanics and materialmen liens, resulting therefrom.

CLAUSE V

LANDOWNER REQUIREMENTS AND RIGHTS FOR THE CAROLINA COMMERCE AND TECHNOLOGY CENTER

I. RESALE RIGHT OF LAND

- A. **Notification of Intent to Sell** - Each owner of property subject to these restrictions, who has purchased land from Robeson County or anyone in any chain of ownership who obtained any land within COMtech, or any holder of any land regardless of origin who is subject to these covenants agrees that, If they receive a bonafide offer to sell any properties or facilities located thereon within The Carolina Commerce and Technology Center, Inc., they will, before consummating such a sale, present The Carolina Commerce and Technology Center, Inc., in affidavit form, the terms and conditions of such proposed sale.

B. Right of First Refusal - The Carolina Commerce and Technology Center, Inc. reserves the right to purchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bonafide offer made to the purchaser by any third party.

C. Conformity

1. All sales must conform to these covenants.
2. Any sale of land or facilities may only be to a business or industry approved by The Carolina Commerce and Technology Center, Inc., notwithstanding the above, and it shall be recorded on all deeds that any subsequent owner shall agree to, and be bound by, the same covenants as agreed to by the original owner, and as may be amended during the tenancy of any owner.
3. Any purchase of land must be for a specified facility and shall not be larger than that reasonably required for execution of an approved business or function.
4. No tenant may sub-divide or re-sell any portion of land without the express written pre-approval of the COMtech Board of Directors.

D. Subsequent landowners

1. Any subsequent landowner must abide by these covenants that run with the land until so removed by COMtech, with the following exception
 - a. Any landowner with indebtedness to COMtech for services performed is denied the resale of any property located in COMtech until such debt is paid in full, or at its discretion, COMtech may permit the sale of an indebted property with a stipulation with the closing attorney, based on a signed and attested contract between COMtech and the owner to do so, that all indebtedness to COMtech will be paid from the proceeds of a sale at closing.
 - b. This exception protects all landowners in COMtech who must absorb the cost of any losses due to indebtedness.
2. The purchase of any land in COMtech constitutes an incontestable agreement with this and all provisions of these covenants, without any obligation on the part of COMtech to guarantee that any purchaser of land has received these covenants or has been specifically advised of each provision. Reading and understanding these covenants is the full burden of the purchaser. COMtech will always assist, if requested, and will explain all provisions to any current or prospective landowner.
 - a. The purpose of paragraph D.2. is, if ever required in any future litigation or resolution of any issue, to preclude any landowner from claiming ignorance of the covenants or any provision thereto, or claiming that covenants were never provided to them by COMtech, or that there was no knowledge of the provision regarding sale of indebted property within COMtech. COMtech will maintain appropriate records of billing for fees but is not required to prove or maintain records as to the receipt of any billing. It is assumed every landowner is aware of the schedule and amount of each billing and would make inquiries if any billing is not received. COMtech will always make a reasonable attempt to contact each landowner when a payment is late and will maintain a notation of the late notice contact or attempts to contact.
 - b. The inclusion of this paragraph is the result of experience with less than two percent (2%) of the owners in COMtech, and is not intended for any purpose

except to negate the excuse of non-receipt or non-information as an avoidance of fair share payment.

3. Any purchase of land approved by COMtech assumes the intent of the purchaser to develop and construct facilities approved by COMtech.
 - a. If within eight months from the date of closure on the purchase of a land parcel, the purchaser has not executed substantial preparation and has not begun construction of approved facilities, the parcel of land in its entirety may be repurchased by COMtech, without contest, upon payment by COMtech of a sum not to exceed seventy-five percent (75%) of the original purchase price per acre, less any and all costs incurred to execute the transfer (i.e. additional mortgage or mortgages, reasonable attorney fees, or any other liens against the property). This deadline can be extended to one year at the sole discretion of the COMtech executive director and the COMtech board.
 - b. The purpose herein is to ensure fair compensation to COMtech, given that, under the circumstances of undeveloped land, said land is unavailable for offer to another buyer.
 - c. The COMtech Board of Directors may extend this one-year period if notified in writing at least three (3) months prior to the date of the default, although it has no obligation to do so.
 - d. COMtech may also enter into special agreements relating to construction deadlines if this is done at the time of purchase, and with clear, adjusted, specific, timelines which comply appropriately with the above provision.

E. Sale Price of Land

1. The cost of land purchased in COMtech is subsidized by the taxpayers of Robeson County. For this reason the re-sale price of land so purchased from Robeson County, or any subsequent chain of owners beginning from an original purchase from Robeson County by any owner in this chain of ownership, subject to all provisions stated in these covenants, shall be for only the exact amount paid for the land plus any and all documented, direct improvements to the land.
2. Any partial construction of any facilities, costs of original sale, any taxes paid on the land, any construction costs that have no future value to a potential purchaser, and any costs for unauthorized construction or changes shall not be reimbursable or counted in the aggregate permissible resale cost of any property. This stipulation is set forth to prevent the purchase of land within COMtech for future speculative sales value.
3. The intent of COMtech is to promote the advancement of business and industry to create jobs for the citizens of Robeson County and the region. It is not the

- intent of COMtech to promote the sale of land, with valuable infrastructure in place, below market value, to be resold for a profit in the future.
- a. This provision is not applicable to any *facility* or *facilities* constructed on the land unless the owner has entered into an agreement to restrict the sale price with an entity other than COMtech.
 - b. The sale price of any *facility* or *facilities* on the land may be sold at market value or what a purchaser, approved by COMtech, is willing to pay. The sale of land must be delineated separately in any sales document.
4. The restrictions regarding the resale price of land only, shall not be applicable after ten (10) years of occupancy of a facility on the site. This ten year (10) relinquishment of the requirement to sell land at the original purchase price shall not apply to any land sold to any individual or group that has been delinquent paying invoiced fees or has faced legal action by COMtech for non-payment of fees or other violations of these covenants and restrictions (such as failure to begin construction within the required time period after purchase of the land) during the ten (10) year period required to have satisfied these provisions.
 5. The above provisions are not applicable to the educational and government entities located within COMtech; although, all should move with a speed consistent with the objectives of COMtech and its non-governmental landowners. No educational institution or government may subdivide any land purchased for resale to any non-educational institution or non-governmental entity without the express written concurrence of the COMtech Board of Directors, nor may these entities engage in any activities prohibited by these covenants.

II. LEASING FACILITIES

Under certain circumstances, COMtech may, at times, enter into an agreement with a company or investment entity to build and operate a facility in which space will be leased. Or, under certain circumstances, COMtech may itself entertain constructing and managing a leased facility in order to promote entrepreneurship and development of new business which will create jobs within the county. COMtech may also use leased property and structures to stimulate or encourage current businesses or industry to expand or relocate to COMtech. In all cases, approval by the COMtech Board of Directors is required for the construction and any subsequent lease of any facility.

CLAUSE VI
ZONING AND REGULATIONS
FOR
THE CAROLINA COMMERCE AND TECHNOLOGY CENTER, INC.

I. INTENT

These regulations are intended to ensure that facilities are developed which provide The Carolina Commerce and Technology Center, Inc. with campus or park-like character that emphasizes natural characteristics and landscaping. These regulations are intended to encourage originality and flexibility in development, and to ensure that development is properly related to its site and to surrounding developments.

II. PERMITTED USES

Development within COMtech includes clean industrial activities, fabrication or assembly operations that are compatible with the activities and other uses permitted in the COMtech park.

A. All operations shall comply with the requirements of the Robeson County 1-2 Heavy Industrial Zone with the limitations herein described unless an exception is sought and approved by both the COMtech Board of Directors and the COMtech Association.

B. Permissible Businesses

1. Service, retail, and professional offices that enhance or support, and do not detract from, existing activities of businesses and industry within the Comtech park. Such businesses will generally be located to the north of McIntyre Avenue where the existing architectural standards are generally higher, requiring brick or comparable facades in keeping with existing facilities already constructed under these guidelines.
2. Manufacturing businesses with processes that are compatible with the overall objectives of the COMtech Park. Compatibility will be assessed and reviewed using guidelines as follows:
 - a. Evaluation of truck and automobile traffic volume, which should not impede current or future owners from normal operations.
 - b. Proposed storage of raw materials and manufactured products.
 - c. Evaluation of potential safety hazards to neighboring industries and community.
 - d. Review of pre-treatment, treatment and/or disposal of domestic industrial wastes.
 - e. Aesthetic compatibility with COMtech Park objectives and existing development.
 - f. Size and scale.
 - g. Other relevant data requested by the COMtech Board of Directors.
3. Laboratories and testing facilities.
4. Computer hardware installations, and related employee, operator, and maintenance functions, including the manufacture or assembly of computers in whole or part.
5. Consumer testing and product rating laboratories.
6. Research foundations, institutes, or other similar organizations.
7. Research and development businesses or activities whereby the staff and/or equipment would be housed as an integral part of their other activities on the parcel.
8. Education and Training facilities.
9. Any business or activity that, in the sole opinion of COMtech, after consulting with the COMtech Association Board, would be compatible with the activities of other businesses on parcels with the same designations.

III. PROHIBITED USES

- A. Prohibited businesses or activities are, in the sole opinion of COMtech, with the COMtech Association Board participation in the decision, incompatible with the goals, objectives, design and operating criteria established for COMtech Park.
- B. No business or industry shall automatically be denied occupancy in COMtech Park until given the opportunity to demonstrate the ability to meet and maintain the standards set for the COMtech Park.
- C. Expressly Prohibited Uses
 - 1. Brick, tile, and pottery yard.
 - 2. Carbon and battery product manufacturing.
 - 3. Coal and wood yards and pole treating plants.
 - 4. Concrete and asphalt product plants.
 - 5. Farm and heavy equipment sales and services.
 - 6. Foundries producing iron, steel, copper, brass, or aluminum products.
 - 7. Livestock sales barns.
 - 8. Meat packing, poultry, or seafood processing plants.
 - 9. Paper manufacturing or pulp mills.
 - 10. Sawmills, planning mills, pallet, and basket factories.
 - 11. Body shops, auto repair shops, auto salvage yards and junkyards.
 - 12. New and used car, or boat sales and services.
 - 13. Amusement places, including drive-in theaters, to also encompass a blue restriction on fairs, carnivals, circus, or similar activities unless temporary permits to operate are approved by the COMtech Association and the COMtech Board.
 - 14. Mobile home and trailer sales.
 - 15. Retail automobile parts and accessories.
 - 16. Veterinaries and kennels.
 - 17. Building material sales yards and building material storage.
 - 18. Auction sales.
 - 19. Coffee, tea, and spices processing.
 - 20. Monument works and sales.
 - 21. Motorcycle, lawnmower, power saw and small engine sales and services.
 - 22. Leather tanning operations.
 - 23. Drive-through restaurants.
 - 24. Oilcloth and linoleum manufacturing.
 - 25. Pickle processing.
 - 26. Rodenticide, insecticide, and pesticide manufacturing.
 - 27. Tire recapping operations.
 - 28. Trailer manufacturing.
 - 29. Vinegar and yeast manufacturing.
 - 30. Funeral homes.

31. Mobile home parks.
32. Retail sales and retail service establishments.
33. Single or multi-family housing.

TAB A TO CLAUSE II

COMtech COMMON GROUNDS AND SECURITY FEES

Operational Implementing Instructions to Reservations and Covenants of The Carolina Commerce and Technology Center, Inc. (COMtech)

I. GENERAL PROVISIONS

- A. All who purchase land in COMtech are required to pay for services performed by COMtech to maintain the appearance, good repair, and investment value of the property of all landowners, and for the maintenance and improvement of all general common areas.
- B. COMtech may, at times and under circumstances described below in subsequent paragraphs or sections, charge fees to a landowner who has not begun any construction on their site.
- C. Explanation of fees
 - 1. To encourage more rapid construction and on-site operations from a landowner, and to convey the priority intent of COMtech which is to create jobs, not to simply sell land, understanding that jobs cannot be created in a vacant field.
 - 2. Consideration of loss of income for COMtech through undue delays in construction.
 - 3. Loss of income for Robeson County that is providing subsidized land for investment, not speculation.
 - 4. Consideration of undue burden on all other landowners who must pay a disproportionate share while awaiting the new landowner to meet obligations to begin construction in a timely manner.
- C. Construction timeline
 - 1. Construction should be underway within eight (8) months of closing on a site barring rare, extreme, and provable, mitigating circumstances. The Executive Director of COMtech, with COMtech Board approval may grant an extension to the beginning construction timeframe, not to exceed one year. If, after that time, there is no visible construction on the site, COMtech may, at its sole discretion, reclaim any or all land from a landowner for seventy-five percent (75%) of the purchase price minus any COMtech or Robeson County expenses incurred. If the construction deadline has not been met, all land must be resold to COMtech according to the formula in the body of these covenants.
 - 2. Generally, most construction should be well underway within a year of start date unless constructing an exceptionally large structure, or by an act of God that significantly disrupts all construction.
 - 3. Landowners have an obligation to keep COMtech informed of their progress to help preclude misunderstandings and challenging issues.
 - 4. All landowners will sign a copy of these covenants and agree to these terms prior to being deeded any land. A signed copy of these covenants is absolute evidence of understanding, and of incontestable agreement, to all requirements established herein, to include the repurchase of their land by COMtech, and for any and all court costs if applicable, and for any other transfer expenses that shall be incurred by COMtech.
 - 5. The intent of all fees is to ensure a high state of maintenance, livability, and security in the COMtech Park, and to help ensure the value of the property of each landowner. Land purchasers should have the full

expectation that their property value will not decrease due to a lack of maintenance or failure by COMtech to fulfill the obligation to maintain the park in an appealing and safe manner. The objective is to maintain the park, in perpetuity, in the same or better condition as the present. Simply, the fees enhance the investment of all landowners.

II. SCHEDULE OF FEES

A. General Development Fee

Each new landowner is assessed a general development fee of two thousand five hundred dollars (\$2,500) of which five hundred dollars (\$500) is payable each year for the first five years and is billed one hundred and twenty-five dollars (\$125) per quarter. Given that millions of dollars have been, and are being, spent to develop and upgrade the COMtech park infrastructure and amenities, the general development fee assures that each landowner has a stake in this process and ensures, with some level of fairness, that all landowners share development costs regardless of when they purchase land in COMtech.

B. Security Fees

1. Security is provided by COMtech, through a third-party security service, to provide an additional level of protection for all landowners. The level of service is recommended by the landowners in COMtech and is executed by trained and licensed security companies. COMtech entertains bids for this service, with the primary consideration being quality of service rather than choosing the least expensive service (thus evaluating “best service for the best price,” rather than choosing the “lowest bidder”). Careful and considerate selection of security services assures the lowest risk of threat to both property and lives.
2. Although not guaranteed, the amount billed for security services can logically be expected to decline over time as more tenants occupy space in COMtech Park.
3. Other factors that will play a role in security costs are
 - a. Inflation
 - b. Minimum wage levels
 - c. Required hours of service as the COMtech park grows and an increase in guards becomes prudent.

C. Common Area Maintenance

1. The Common Areas Maintenance fee is charged to offset the costs of common area maintenance
2. Common areas maintained include
 - a. Central storm water basin
 - b. All feeder and egress canals
 - c. Ditches along all main roadways, from the center of the ditch to the roadway
 - d. Entryways and medians

- e. Flagpole area, including flag replacement
 - f. Entry signs areas
 - g. Park sign directory area
 - h. Trash and carcass removal from side of roadways per schedule agreed upon by the COMtech Association
 - i. Areas around security facility
 - j. DENR mandated maintenance of filtering features in and along canals
 - k. Other needs that may arise in maintaining the COMtech Park to a high standard
3. Each landowner is responsible for maintaining the landscaping on their property to the center of any ditch surrounding their property at any point.
 4. COMtech entertains bids for this service with third party vendors and may choose what they deem the best service for the price as opposed to choosing the lowest bidder.

D. General and Basis of Fees

COMtech will provide maintenance of common areas and provide security services throughout the park on a fee basis wherein all landowners are assessed fees on a scheduled basis, usually quarterly. These fees are determined by a preset formula.

These formulas will be adjusted each year prior to the beginning of the fiscal year whenever possible. It is anticipated that, as the park grows, barring unforeseen circumstances, the cost of these services will decrease.

1. Maintenance of common areas fees
 - a. Total land sold in COMtech is used as the divisor to determine the percentage of land owned by each landowner.
 - b. That percentage is multiplied by the total cost of the common area services to obtain the annual fees required of each landowner to fund maintenance of the common area.
 - c. EXAMPLE:
 - i. Assume 300 total acres of land are sold in COMtech and an annual common area maintenance total of \$75,000.
 - ii. Landowner X owns 12 acres, or 4% ($12 \div 300$)
 - iii. Annual cost to Landowner X would be \$3,000 (4% of \$75,000), the amount of which would be billed quarterly, for a common grounds maintenance fee for Landowner X of \$750 per quarter.
2. Security Services Fees
 - a. Total square footage of constructed buildings in COMtech is used as the divisor to determine the percentage of square footage owned by each landowner.
 - b. That percentage is multiplied by the total cost of security services to obtain the annual fees required of each landowner to fund security services.
 - c. EXAMPLE:

- i. Assume a total of 300,000 square feet of buildings with a total annual cost for security services of \$100,000.
 - ii. Owner X owns a 15,000 square foot building consisting of 5,000 square feet of heated space and a 10,000 square foot warehouse. or 5% of the total square footage in the COMtech Park ($15,000 \div 300,000$)
 - iii. Annual cost to Owner X would be \$5,000 (5% of \$100,000), the amount of which would be billed quarterly, for a security services fee for Landowner X of \$1,250 per quarter.
3. Using the examples given, Owner X would pay \$8,000 per year, or \$2,000 quarterly, for common grounds maintenance and security services.

**NON-CONTESTABLE CONTRACTUAL AGREEMENT
TO PURCHASE LAND AND TO BUILD**

The Carolina Commerce and Technology Center, Inc.

By signature affixed hereto, I/We/The Corporation fully, irrevocably, and incontestably agree(s) to fully comply with the covenants and all implementing guidance in their entirety for The Carolina Commerce and Technology Center, Inc., as recorded, a copy of which is attached to this document.

I/We/The Corporation certify that we have, or have indisputable access, to funds sufficient to purchase land, construct and occupy a facility, plans of which have been approved by the COMtech Architectural Review Committee, on land in the COMtech Park.

I/We/The Corporation agree that if I/we alter, change, or in any manner act without the approval of The Architectural Review Committee in construction, including main facilities, out buildings, trash receptacles, signs or any other improvement to my/our property, that I/we will, within thirty (30) days of official notification from COMtech, take any and all actions to bring my/our project into compliance with the guidance received from the Architectural Review Committee.

I/We/The Corporation understand that failure to comply with The Architectural Review Committee may lead to ramifications, including the potential for COMtech to proceed with its right to demand forfeiture of all land purchased, per the land reversion clause noted in this document. Any facility, at any stage of construction, will be conveyed to COMtech, at no cost to COMtech, if the land reversion clause is exercised.

I/We/The Corporation certify that I/we understand all provisions of this document and covenant, and that I/we understand the meaning of incontestability, which is, that I/we may take no actions to contest these documents or their implementation in full, and that I/we fully agree to the penalties assessed and described in these covenants without recourse in any court or other forum.

I/We/The Corporation agree, that on this basis, and after having read and understood all tenets of these covenants, I/we proceed with the purchase of land in COMtech with full understanding and pledge of compliance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of this _____ day of _____, 20____

Between the Carolina Commerce and Technology Center, Inc.

and the following Individual(s) or Corporation(s)

Name | Signature

CORPORATE SEAL
(if applicable)

Name | Signature

Name | Signature

Witness #1 | Name & Address _____

Witness #2 | Name & Address _____