FOR SALE

THE FOLLOWING PROPERTY IS BEING OFFERED "FOR SALE" BY THE

STATE OF NORTH CAROLINA

NATIONAL GUARD ARMORY SITE, KINSTON, NC
SPO File No. 054-T

LOCATION: 801 East Highland Avenue, Kinston, Lenoir County. Property fronts ±450 feet along the railroad which forms the western boundary and fronts ±400 feet along East Highland Avenue. Tax Parcel Number: 4525699149. Deed Book 336 Page 418, Lenoir County Registry.

LAND AREA: ±4.78 acres gross, ±3.91 acres net of right of way and easements of record. PROPERTY SUBJECT to "Notice of Residual Petroleum" Book 1557 – Page 237, Lenoir County Registry

ZONING: I-1(Industrial)

NEIGHBORHOOD DATA: Located in the vicinity of Emma Web Park, Grainger Stadium, and Lenoir Memorial Hospital.

IMPROVEMENTS: Fencing, locked gates, paved parking, building containing ±13,700 sq. ft., and two support buildings ±2,500 sq. ft. each.

For more information contact: Kelly Promer, State Property Office at 919-807-4681 or visit our website at www.ncspo.org

THE PROPERTY WILL BE SOLD BY THE SALE PROCEDURE ATTACHED.

SALE PROCEDURE
REAL PROPERTY

801 EAST HIGHLAND AVENUE, KINSTON, LENOIR COUNTY

The property will be advertised for sale and offers will be received beginning immediately and continue until such time as a suitable offer to purchase has been accepted by the State Property Office. An earnest money deposit in certified funds made payable to the State of North Carolina shall accompany all offers. Offers may be delivered to and received in the State Property Office at the following address:

Hand Delivery Address: State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina 27603

U.S. Mail Address: State Property Office, Administration Building, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

1. The State Property Office reserves the right to reject or negotiate any and all offers and, in its sole discretion, will determine the successful offeror. All offers are subject to acceptance or rejection for any reason at the discretion of the State Property Office.

2. Title to the land will be conveyed by deed without warranty. The State of North Carolina makes no representations or warranties concerning the title to the property, the boundaries of the property, the uses to which the property may be made, zoning, local ordinances, or any physical, environmental, health and safety conditions relating to the property. All prospective purchasers are advised to make an independent investigation of these matters, and any responsibilities or liabilities arising out of or relating to such matters are expressly disclaimed by the State of North Carolina. The State of North Carolina is not responsible for any cost incurred by a prospective purchaser. The property will be sold "as is, where is".

3. The property will be sold for cash upon delivery of the deed. Upon acceptance of an offer, the certified funds earnest money deposit will be applied to the purchase price. If the purchaser subsequently fails,

refuses, or is unable to close the transaction in accordance with the terms of the offer, the State of North Carolina will retain the deposit as liquidated damages.

4. Any contingencies, restrictions or limiting conditions regarding the offer shall be included in the offer.

5. A real estate commission will not be paid by the State.

6. The State of North Carolina and their respective officers, employees, consultants and agents, shall not under any circumstances, including pursuant to contract, tort, statutory duty, law, equity or otherwise, or any actual or implied duty of fairness, be responsible or liable for any costs, expenses, loss of opportunities, claims, losses, damages or any other liabilities to anyone arising out of or related to this offering. By submitting an offer to purchase, prospective purchaser(s) has accepted and agreed to the foregoing.

7. The State Property Office reserves the right at its sole and absolute discretion and without liability to modify, amend or otherwise change, or to extend, suspend, postpone, cancel, any part of this offering.

8. The property is subject to a "NOTICE OF RESIDUAL PETROLEUM" recorded in Lenoir County Registry Book 1557, Page 237-239.

9. All offers must be submitted on the attached "Offer To Purchase Agreement". Any contingencies, restrictions or limiting conditions regarding the offer must be attached to the "Offer To Purchase Agreement".

OFFER TO PURCHASE FORM
REAL PROPERTY

801 EAST HIGHLAND AVENUE, KINSTON, LENOIR COUNTY

I, _____, hereby submit an offer to purchase in the amount of $ _____ (U.S. Dollars) on the real property located in Kinston, Lenoir County, North Carolina and further identified as:

801 East Highland Avenue, Kinston, Lenoir County. Recorded in Deed Book 336, Page 418 of Lenoir County Registry.

I fully understand in the making of this offer to purchase, that in order to be considered, offer shall be received in the State Property Office.

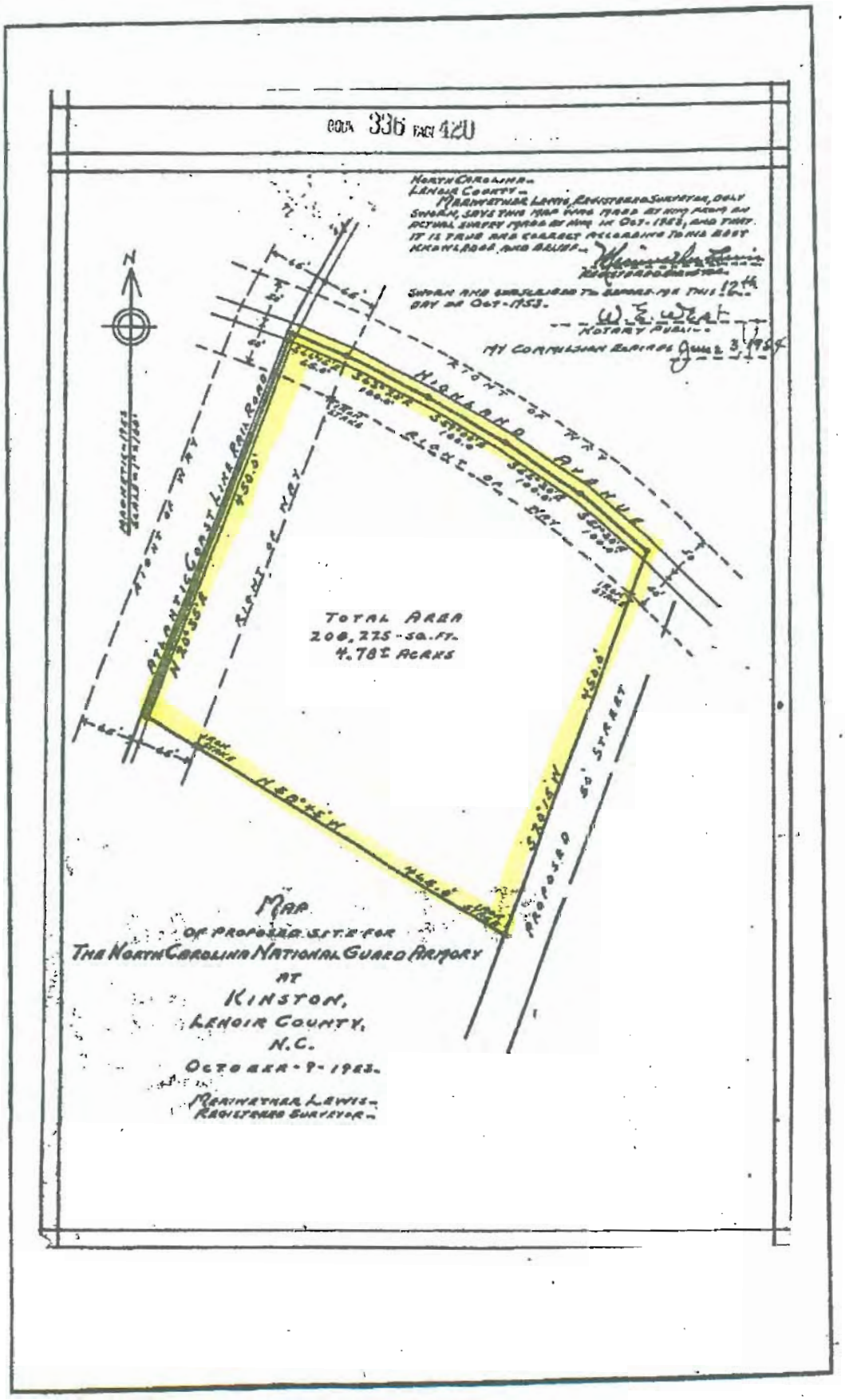
Hand Delivery Address:
State Property Office, Room 4055, Administration Building
116 West Jones Street, Raleigh, North Carolina 27603

U.S. Mail Address:
State Property Office, Administration Building
1321 Mail Service Center, Raleigh, North Carolina 27699-1321

Attached are my certified funds in the amount of $_____, made payable to the State of North Carolina, which represents a deposit of not less than one percent (1%) of this offer.

If my offer is accepted and I fail, refuse, or are unable to close the transaction at the time of delivery of the deed, my deposit will be retained as liquidated damages. It is further understood that the balance of the amount offered with be due upon delivery of the duly executed deed. All offers are subject to acceptance r rejection for any reason at the discretion of the State Property Office. Title to the real property will be conveyed by non-warranty deed. The property will be conveyed where is, as is, subject to easements, notices and right of way of record.

Signature: _____ (SEAL)
Printed Name: _____
Title: _____
Address: _____
_____
Phone Number: _____


BOOK 336 PAGE 420
NORTH CAROLINA
LENOIR COUNTY
MERIWETHER LEWIS, REGISTERED SURVEYOR, DULY SWORN, SAYS THIS MAP WAS MADE BY HIM FROM AN ACTUAL SURVEY MADE BY HIM IN OCT. 1953, AND THAT IT IS TRUE AND CORRECT ACCORDING TO HIS BEST KNOWLEDGE AND BELIEF.
REGISTERED SURVEYOR
SWORN AND SUBSCRIBED TO BEFORE ME THIS 12th DAY OF OCT. 1953.
W. E. West
NOTARY PUBLIC
MY COMMISSION EXPIRES June 3, 1954
N
MAGNETIC-1953
SCALE 1"=100'
RIGHT OF WAY
HIGHLAND AVENUE
ATLANTIC COAST LINE RAILROAD
N 20°35'E
450.0'
TOTAL AREA
208,225 SQ. FT.
4.78± ACRES
N 58°45'W
465.0'
S 20°15'W
450.0'
PROPOSED 50' STREET
MAP
OF PROPOSED SITE FOR
THE NORTH CAROLINA NATIONAL GUARD ARMORY
AT
KINSTON,
LENOIR COUNTY,
N.C.
OCTOBER 9 1953.
MERIWETHER LEWIS
REGISTERED SURVEYOR

ATTCH "C"
PG 3

Site Plan

EXECUTIVE DR
DUNN RD
HARPER DR
MEWBORNE AVE
DR MARTIN LUTHER KING JR BLVD
GOLDSTAR RD
E HIGHLAND AVE
PARKER ST
HONEYSUCKLE LN
SUBJECT
LAWRENCE LN
NOBLES LN
GEORGE AVE
JOYNER DR
JACKSON LN
DIXON ST
WILLIAMS ST

Site Plan

GOLDSTAR RD
32633
(0.72 ac.)
32920
1.34 ac.
32921
1.33 ac.
5688
5.54 ac.
10534
0.62 ac.
8483
(0.52 ac.)
7275
0.87 ac.
13139
0.57 ac.
8481
2.9 ac.
DR.MARTIN LUTHER KING JR BLVD
J.P. HARRISON BLVD
12415
2.84 ac.
28663
28.01 ac.
8457
33.29 ac.
26980
8.03 ac.
13122
1.63 ac.
14555
8.6 ac.
E HIGHLAND AVE
8510
1.49 ac.
7049
(0.43 ac.)
8460
(0.44 ac.)
12149
(0.43 ac.)
6195
2.95 ac.
35194
4.22 ac.
N
SUBJECT
PARKER ST
14305
(1.1 ac.)
8458
(0.67 ac.)
30750
6.81 ac.
32027
5.85 ac.
26979
3.91 ac.
4796
5.55 ac.

INDEXED

336 PG 418

NORTH CAROLINA,

LENOIR COUNTY.

THIS DEED made and executed this 19th day of October, 1953, by and between Mary Ida Harvey, of Lenoir County, North Carolina, party of the first part, and the State of North Carolina, party of the second part,

WITNESSETH:

That the said party of the first part, in consideration of Twenty-six Thousand ($26,000.00) Dollars, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey unto the State of North Carolina, and its assigns, all that certain lot or parcel of land situate in Kinston Township, Lenoir County, North Carolina, near the city of Kinston, bounded and described as follows:

BEGINNING at the point of intersection of the center line of the main track of Atlantic Coast Line Railroad Company with the center line of Highland Avenue, and runs eastwardly along and with the center line of Highland Avenue the distances and approximate courses as follows: S. 66 deg. 15 min. E. 65 feet, S. 63 deg. 20 min. E. 100 feet, S. 59 deg. E. 100 feet, S. 55 deg. 30 min. E. 100 feet, and S. 31 deg. 30 min. E. 100 feet to a stake; thence S. 20 deg. 15 min. W. 450 feet to an iron stake; thence N. 58 deg. 45 min. W. 465 feet to a stake in the center line of the main track of said railroad; thence N. 29 deg. 35 min. E. along and with the center line of the main track of said railroad 450 feet to the point of beginning, containing 4.78 acres more or less; SUBJECT, however, to the right-of-way and easement of Atlantic Coast Line Railroad Company for railroad purposes of so much of the area above described as lies on the east side of the center line of the main track of said railroad and within 65 feet of such center line; and also subject to the right-of-way and easement of the State Highway and Public Works Commission over and upon so much of the area hereinbefore described as lies on the south side of Highland Avenue and within 50 feet of the center line of said Highland Avenue; and being a part of the third tract of land devised to the said Mary Ida Harvey by her father, Lemuel Harvey, as will appear from his last will and testament which is of record in Will Book C, page 61, office of the Clerk of the Superior Court of Lenoir County.

Also a right-of-way and easement for street purposes dedicated to the public use along, over and upon the strip of land 50 feet in width, the western boundary thereof being the eastern boundary line of the lot hereinbefore described and extending from the center line of Highland Avenue southwardly until it passes the southeastern corner of the tract of land hereinabove described; which strip of land is to be and constitute a perpetual right-of-way and easement for the use of the lot of land above described and the public generally for street purposes and to become and be a public street of the city of Kinston, as, when and if the area it covers shall become a part of the corporate limits of said city.

For more particular description of the lot of land hereby conveyed reference is made to a map thereof made by Meriwether Lewis, Registered Surveyor, bearing date October 9, 1953, a copy thereof being hereto attached and made a part hereof and to be recorded herewith.

TO HAVE AND TO HOLD the above described lot or parcel of land with all privileges

ATTCH "C"
PG 1

and appurtenances thereto belonging unto the State of North Carolina, party of the second part, and its assigns in fee simple.

And the said party of the first part, for herself, her heirs, executors and administrators, covenants to and with the State of North Carolina and its assigns that she is seized of said lot or parcel of land in fee and has a good and perfect right to convey the same in fee simple; that the same is free and clear from all encumbrance, and that she will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF the said Mary Ida Harvey, party of the first part, has hereunto set her hand and seal, this the day and year first above written.

Mary Ida Harvey (SEAL)

NORTH CAROLINA,

LENOIR COUNTY.

I, Geo. G. Carfor, a notary public in and for the County and State aforesaid, do hereby certify that Mary Ida Harvey personally appeared before me this day and acknowledged to me the due execution by her of the foregoing deed.

Witness my hand and notarial seal this 29TH day of October, 1953.

Geo. G. Carfor
Notary Public.

My commission expires
9/7/54

PROVED AS TO FORM
this 4TH day of November, 1953
J. W. Brinkley
ATTORNEY GENERAL

North Carolina
Lenoir County
The Foregoing certificate of George G. Harper Notary Public of Lenoir County, State of NC is adjudged to be correct. Let the instrument with this certificate be registered. Witness my hand, this the 18 day of Nov 1953
Caroline E. Bell Asst Clerk Superior Court

Filed for Registration at 10:20 o'clock A M
Nov 18 1953
Catherine Cooke
Register of Deeds Lenoir County

ATTCH "C"
PG 2

Doc ID: 000678660003 Type: CRP
Recorded: 09/30/2008 at 10:28:24 AM
Fee Amt: $20.00 Page 1 of 3
Lenoir County, NC
Margaret Seymour Register of Deeds
BK 1557 PG 237-239

INDEXED

NOTICE OF RESIDUAL PETROLEUM

North Carolina Army National Guard, Lenoir County, North Carolina
(Site name)

The property that is the subject of this Notice (hereinafter referred to as the "Site") contains residual petroleum and is an Underground Storage Tank (UST) incident under North Carolina's Statutes and Regulations, which consist of N.C.G.S. 143-215.94 and regulations adopted thereunder. This Notice is part of a remedial action for the Site that has been approved by the Secretary (or his/her delegate) of the North Carolina Department of Environment and Natural Resources (or its successor in function), as authorized by N.C.G.S. Section 143B-279.9 and 143B-279.11. The North Carolina Department of Environment and Natural Resources shall hereinafter be referred to as "DENR".

NOTICE

Petroleum product was released and/or discharged at the Site. **Petroleum constituents remain on the site, but are not a danger to public health and the environment, provided that the restrictions described herein, and any other measures required by DENR pursuant to N.C.G.S. Sections 143B-279.9 and 143B-279.11, are strictly complied with.** This "Notice of Residual Petroleum" is composed of a description of the property, the location of the residual petroleum and the land use restrictions on the Site. The Notice has been approved and notarized by DENR pursuant to N.C.G.S. Sections 143B-279.9 and 143B-279.11 and has/shall be recorded at the Lenoir County Register of Deeds' office
(name of county)

Book 336, Page 418.

Source Property

The State of North Carolina is the owner in fee simple of all or a portion of the Site, which is located in the County of Lenoir, State of North Carolina, and is known and legally described as:

Return: AMEC

3

3/8
20.00

BEGINNING at the point of intersection of the center line of the main track of Atlantic Coast Line Railroad Company with the center line of Highland Avenue, and runs eastwardly along and with the center line of Highland Avenue the distances and approximate courses as follows: S. 66 deg. 15 min. E. 65 feet, S. 63 deg. 20 min. E. 100 feet, S. 59 deg. E. 100 feet, S. 55 deg. 30 min. E. 100 feet, and S. 51 deg. 30 min. E. 100 feet to a stake; thence S. 20 deg. 15 min. W. 450 feet to an iron stake; thence N. 58 deg. 45 min. W. 465 feet to a stake in the center line of the main track of said railroad; thence N. 20 deg. 35 min. E. along and with the center line of the main track of said railroad 450 feet to the point of beginning, containing 4.78 acres more or less: SUBJECT, however, to the right-of-way and easement of Atlantic Coast Line Railroad Company for railroad purposes of so much of the area above described as lies on the east side of the center line of the main track of said railroad and within 65 feet of such center line; and also subject to the right-of-way and easement of the State Highway and Pubic Works Commission over and upon so much of the area hereinbefore described as lies on the south side of Highland Avenue and within 50 feet of the center line of said Highland Avenue; and being a part of the third track of land devised to the said Mary Ida Harvey by her father, Lemuel Harvey, as will appear from his last will and testament which is of record in Will Book C, page 61, office of the Clerk of the Superior Court of Lenoir County.

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For protection of public health and the environment, the following land use restrictions required by N.C.G.S. Section 143B-279.9(b) shall apply to all of the above-described real property. These restrictions shall continue in effect as long as residual petroleum remains on the site in excess of unrestricted use standards and cannot be amended or cancelled unless and until the Lenoir County Register of Deed receives and records the written concurrence of the Secretary (or his/her delegate) of DENR (or its successor in function).

PERPETUAL LAND USE RESTRICTIONS

Groundwater: Groundwater from the site is prohibited from use as a water supply. Water supply wells of any kind shall not be installed or operated on the site.

ENFORCEMENT

The above land use restriction(s) shall be enforced by any owner, operator, or other party responsible for the Site. The above land use restriction(s) may also be enforced by DENR through any of the remedies provided by law or by means of a civil action, and may also be enforced by any unit of local government having jurisdiction over any part of the Site. Any attempt to cancel this Notice without the approval of DENR (or its successor in function) 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 restriction(s) 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.

IN WITNESS WHEREOF, June W. Michaux has caused this Notice to be executed pursuant to N.C.G.S. Sections 143B-279.9 and 143B-279.11, this 28 day of August, 2008

ATTCH "E"
PG 3

State of North Carolina

~~June W. Michaux~~
(name of responsible party if agent is signing)

By: June W Michaux
(signature of responsible party, attorney or other agent if there is one)

Director, State Property Office
(Title of agent for responsible party if there is one)

Signatory's name typed or printed: JUNE W. MICHAUX

NORTH CAROLINA
Johnston COUNTY

I, Sandra C. Narron, a Notary Public for said County and State, do hereby certify that June W. Michaux Personally came before me this day and acknowledged that she is Director of State Property Office and acknowledged, on behalf of State, the grantor the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 28th day of August, 2008.

(Official Seal) SANDRA C. NARRON NOTARY PUBLIC JOHNSTON COUNTY, NC

Sandra C. Narron
Notary Public (signature)

My commission expires 8-1-, 2010."

Approved for the purposes of N.C.G.S. 143B-279.11

Scott Bullock
(signature of Regional Supervisor)

Scott Bullock, Regional Supervisor
(printed name of Regional Supervisor)

Washington Regional Office
UST Section
Division of Waste Management
Department of Environment and Natural Resources

NORTH CAROLINA
Beaufort COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Scott Bullock (full printed name of Regional Supervisor)

Date: 9-17-08

Jeannie W Woolard
~~Jeannie W. Woolard, Notary Public~~
Notary Public

(Official Seal) JEANNIE W. WOOLARD NOTARY PUBLIC BEAUFORT COUNTY, NC

My commission expires:
6-1-09

ATTCH "E"
PG 6

OFFER TO PURCHASE AGREEMENT

THIS OFFER TO PURCHASE AGREEMENT (hereinafter "Agreement") , made and entered into this ____ day of_____20__, by and between the **State of North Carolina, a body politic and corporate** (hereinafter referred to as "Seller") and _____ (hereinafter referred to as "Buyer"**).**

WITNESSETH

In consideration of $10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of the agreements contained in this Offer, **subject to review and approval by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State,** Seller hereby grants to **Buyer**, its successors and assigns, the exclusive right to purchase all of that certain tract or parcel of land, including all buildings and improvements, located in _____ County, North Carolina, containing ± _____ acres, more or less, being more particularly described on **Exhibit A** (hereinafter the "Property"), attached hereto and incorporated herein by reference.

The terms, provisions and conditions of this Agreement are as follows:

1. **PURCHASE PRICE.** The total purchase price for the Property shall be the sum of _____ dollars, **($ _____)**.

2. **CLOSING.** A closing of the sale of this property shall take place on or before **_____, 20 (hereinafter the "Closing"), subject to the conditions set forth in Paragraph 6 below.**

3. **DOCUMENTS FOR CLOSING.** Seller shall execute and deliver at closing a Non-Warranty Deed prepared at the expense of Seller.

4. **MISCELLANEOUS CLOSING EXPENSES.** Buyer shall pay for recording fees, attorney fees, title insurance premiums and other costs associated with its acquisition of the Property except as expressly set forth herein.

5. **POSSESSION.** Possession shall be delivered at closing.

6. **RIGHT OF ENTRY AND INSPECTION.** Buyer and Buyer's agents or employees shall have the right to enter upon the Property at reasonable times with the prior written authorization of Seller to survey the Property and to conduct such other inspections, tests and studies as Buyer may deem necessary (collectively, the "Inspections"). Buyer and/or its agents, representatives, contractors, subcontractors and consultants shall be adequately insured regarding such work. Seller shall grant Buyer's reasonable requests for entry upon the Property with the agreement that Buyer shall not unreasonably interfere with Seller's use of the Property or damage the

Property and provided further that Buyer shall leave the Property in substantially the same or better condition as it was prior to the entry thereon by Buyer or its agents or employees or, in the event of any damage to the Property, Buyer shall repair and restore the Property substantially to its prior condition. Buyer agrees to indemnify and hold harmless Seller from any loss or damage to persons or property, including reasonable attorneys' fees, arising out of the entry upon the property by Buyer, its agents or employees, or arising out of the inspections that Buyer, its agents or employees may conduct pursuant to this Paragraph 6.

7. **BINDING EFFECT.** This Agreement becomes effective when signed by Buyer and shall then apply to and bind Buyer and Buyer's heirs, executors, administrators, successors, and assigns (hereinafter the "Effective Date"). This Agreement shall not apply to or bind Seller until the sale of the Property has been approved by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State in conformity with the terms, provisions and conditions set forth herein. If the sale of the Property is not approved by the Joint Legislative Commission on Governmental Operations and the Governor and Council of State in accordance with the terms, provision and conditions set forth herein, this Agreement shall be automatically terminated without any further action by Seller.

8. **CONDITION OF PROPERTY.** Buyer shall purchase the Property in an "as-is, with all faults" condition and hereby acknowledges and agrees that it is relying solely upon its own inspections, investigations and analyses of the Property in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material from Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding the Property .

9. **COMMISSION.** Buyer warrants and covenants that no real estate commissions, brokerage commissions or other commission or fee shall be due or payable on account of this transaction. Buyer hereby indemnifies Seller against any claims for brokerage or other fees arising out of the transaction contemplated by this Agreement. This obligation shall survive the termination or cancellation of this Agreement, and the transfer of title.

10. **ASSIGNMENT**. This Agreement may not be assigned by Buyer without the express written approval of Seller. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective, legal representatives, successors and permitted assigns.

11. **HEADINGS.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

12. **TERMS**. Capitalized terms used in this Agreement shall have the meanings ascribed

to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

13. **NO WAIVER.** No provision or condition of this Agreement can be waived except by written consent of the parties hereto. A waiver of any provision or condition on one occasion shall not be deemed a waiver of said provision or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Seller in any regard whatsoever shall not be deemed a waiver of its rights hereunder and until Buyer has completely performed all provisions and conditions of this Agreement, Seller shall be entitled to invoke any remedy available to Seller under this Agreement or any law or equity despite such forbearance or indulgence.

14. **APPLICABLE LAW.** This Agreement and all leases or contracts related to improvements described herein, shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina.

15. **AMENDMENT.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Buyer and Seller.

16. **CALCULATION OF TIME PERIOD.** If any date or any period provided for in this Agreement shall end on a Saturday, Sunday or a holiday recognized by the State of North Carolina, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or holiday.

17. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

18. **CONSTRUCTION.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

19. **COMPLETE AGREEMENT.** This Agreement contains the entire contract between the parties hereto regarding the subject matter hereof and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.

20. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. **SELLER REMEDIES CUMULATIVE.** The rights and remedies of Seller specified in this Agreement shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Agreement.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

BUYER:

By:_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ , personally appeared before me this day and acknowledged he/she is _____, and that by authority given and as an act of_____, the foregoing instrument in its name by him

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this _____ day of _____, 2007.

_____
Notary Public
Print Name: _____

My Commission Expires:_____

SELLER:

STATE OF NORTH CAROLINA

By:_____

State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public for the County of _____, North Carolina, do hereby certify that _____, personally came before me this day and acknowledged the due execution by him/her of the foregoing instrument as Director / Deputy Director of the State Property Office of the Department of Administration of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2007.

_____
Notary Public
Print Name: _____

My Commission Expires: _____