

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 15 March 2006

SUBJECT: Sale of real estate (Mills River office used by Henderson County Hospital Corporation)

ATTACHMENT(S): Proposed agreement

SUMMARY OF REQUEST:

Dr. Bob Webb (Webb Real Estate Investments, LLC) has offered to purchase certain real estate titled in the name of Henderson County and currently used by Henderson County Hospital Corporation (to rent as office space to Dr. Webb).

Property description: 9 Cross Roads Drive, Horse Shoe, NC (currently Dr. Webb's office, plus surrounding land.

Proposed purchase price: \$649,000.00.

Other terms: The County retains a right of first refusal should the purchaser ever attempt to convey any interest in the property within fifteen years of the sale. Also, the property is restricted to use as a medical office for ten years after the sale.

BOARD ACTION REQUESTED:

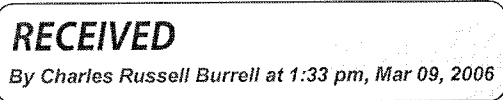
The Trustees of Henderson County Hospital Corporation recommend this conveyance as disposing of property better held in private hands, while adequately protecting the corporation's and the County's interest.

NOTE: Any approval today would be preliminary only, and be subject to an upset bid procedure (allowing the public after published notice to bid within a specified time a higher amount for the property if they wish to do so).

County staff and officials from Henderson County Hospital Corporation will present further information on this matter.

Proposed Motion:

I move that the Board preliminarily approve the contract for the sale of the property as shown in the materials accompanying this agenda item, subject to the provisions of North Carolina law for upset bid in the sale of public property.



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement") is by and between Webb Real Estate Investments, LLC ("Buyer"), and Henderson County ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Conditions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 9 Cross Roads Drive, Horse Shoe, North Carolina 28742 Henderson County Tax PIN 9631-64-5511

Legal Description/Description) Deed Book 814, Page 493, Henderson County Register of Deeds office, including all furniture, fixtures and equipment

[] If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herein by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$649,000.00 (b) "Purchase Price" shall mean the sum of Six Hundred Forty-nine Thousand & No/100 Dollars, payable on the following terms:

\$ 32,500.00 (i) "Earnest Money" shall mean Thirty Two Thousand Five Hundred & No/100 Dollars or terms as follows:

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in escrow with County Clerk of Henderson County, (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 9 herein.

[] ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT. ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$617,500.00 (ii) Proceeds of a new loan in the amount of Six Hundred Seventeen Thousand Five Hundred & No/100 Dollars for a term of thirty (30) years, at an interest rate not to exceed 7.00% per annum with mortgage loan discount points not to exceed N/A % of the loan amount; Buyer shall pay all costs associated with any such loan.

\$ N/A (iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over _____ months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (____%) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest in the amounts

Buyer Initials BW Seller initials _____

prepaid from the date of such prepayment. A partial prepayment will be credited against the next installment of principal due. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies will be limited to foreclosure of the Property.

\$ N/A (iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (____%) per annum, or _____.

\$ N/A (v) Cash, balance of Purchase Price, at Closing in the amount of _____ Dollars.

(c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before thirty (30) days after identification of the highest bidder as provided in the Addendum attached hereto.

(d) "Contract Date" means the date this agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the Contract Date and extending for sixty (60) days
TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker(s)" shall mean:

None _____ ("Listing Agency")
_____ ("Listing Agent")

Acting as: Seller's Agent; Dual Agent

None _____ ("Selling Agency")
_____ (Selling Agent")

Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) "Intended Use" shall mean the use of the Property for the following purpose: Medical Office Building

(h) "Seller's Notice Address" shall be as follows:
800 North Justice Street _____
Hendersonville, North Carolina 28791 _____
Attention: Jon Schumeier _____

except as same may be changed pursuant to Section 11.

(i) "Buyer's Notice Address" shall be as follows:
Webb Real Estate Investments, LLC _____
Mills River Family Health Center _____
2 Cross Roads Drive _____
Horse Shoe, North Carolina 28742 _____

Buyer Initials BW Seller Initials _____

except as same may be changed pursuant to Section 11.

(j) If this block is marked, additional terms of this Agreement are as set forth on Exhibit B attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, and the following: none

Buyer shall pay recording costs, costs of any title search, title insurance, survey and the following: _____

Each party shall pay its own attorney's fees.

Section 3. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 4. Deliveries: Seller shall deliver to Buyer as soon as reasonably possible after the Contract Date copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all material in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. Seller shall also deliver to Buyer as soon as reasonably possible after the Contract Date copies of all presently effective warranties or non-terminable service contracts related to the Property. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4, if any, and shall, upon Seller's request, assign and transfer to Seller all of its right, title and interest in and to any and all studies, reports, surveys and other information, data and/or documents relating to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of title: Seller agrees to convey fee simple marketable and insurable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer fee simple marketable and insurable title to the Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions, and easements and other exceptions set forth on Exhibit C attached hereto ("Permitted Exceptions").

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) New Loan: The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before end of Examination Period, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure of the new loan condition by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days

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Buyer Initials BW Seller Initials _____

of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall immediately notify Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Intended Use:** If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any private restrictions or governmental regulations, then Buyer may terminate this Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.

(e) **Same Condition:** If the Property is not substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate this Agreement and receive a return of the Earnest Money.

(f) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting fimer cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(f) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. If, prior to the expiration of the Examination Period, Buyer chooses not to purchase the Property, for any reason or no reason, and provides written notice to Seller thereof, then this Agreement shall terminate and Buyer shall receive a return of the Earnest Money.

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

Buyer Initials BW Seller Initials _____

Section 8. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was on the date of the offer, Buyer may terminate this Agreement and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement: In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing: At Closing, Seller shall deliver to Buyer a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, a bill of sale for any personality listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any part to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(h) as to Seller and in Section 1(i) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Enforceability: This Agreement shall become an enforceable contract when a fully executed copy has been communicated to both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 14. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) private restrictions or governmental regulations that would prohibit the Intended Use or (v) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owner's association special assessments, except as follows: _____

_____ (Insert "None" or the identification of such assessments, if any). Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: _____

_____ Seller represents that the regular owners' association dues, if any, are \$ _____ per _____.

Buyer Initials BW Seller Initials _____

(b) Compliance: To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 15. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 16. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 17. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 18. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 19. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 20. Assignment: This Agreement may be assigned by Buyer to Webb Real Estate Investment, LLC.

BUYER:

Business Entity

Webb Real Estate Investments, LLC

By: _____

Name: Bob L. Webb

Title: Member manager

Date: 3/9/06

SELLER:

Business Entity

HENDERSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Firm)

Date: _____

By: _____

Buyer Initials BV Seller Initials _____

ADDENDUM TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

1. Right of First Refusal. Seller shall have the right of first refusal as to the Property (the "Right of First Refusal"). The Buyer may not sell, lease or otherwise transfer any interest in the Property without first offering to sell the Property to Seller strictly in compliance with the terms and conditions contained in this paragraph. This Right of First Refusal shall commence on the date of Closing of this transaction and shall continue for a period of fifteen (15) years thereafter unless terminated as provided herein. Upon receipt of any offer to purchase or lease or other prospective contract to sell or lease the Property acceptable to Buyer and before Buyer can sell or lease the Property, the following procedure must occur:

A. Buyer must notify Seller in writing of the complete and full terms and conditions of any prospective sale or lease of the Property, including price, terms, the name of the purchaser or lessee, and in the case of a prospective lease, the use of the premises.

B. Any prospective sale or lease of the Property must be the result of an arms length negotiation and the purchase price or rental amounts must not be less than approximately the then current fair market value or fair market rental of the Property.

C. Seller has thirty (30) days after Seller receives this written notice during which time Seller may elect to purchase or lease the Property at the same price or rental and the same terms and conditions as contained in Buyer's written notice to Seller. Seller must notify Buyer of its acceptance in writing. Seller's delivery of its written acceptance shall be the act which constitutes the completion of the Seller's acceptance of Buyer's offer.

D. In the event the Right of First Refusal is exercised by Seller, the sale shall then be closed thirty (30) days after Seller's acceptance at such reasonable place and time as Seller may select or at such place and time as the parties may agree upon. Buyer shall provide Seller at closing with marketable fee simple title to the Property, and shall deliver to Seller at closing a general warranty deed for the Property or in the case of a lease, shall deliver a lease agreement consistent with the terms of which Seller was originally notified and the lease term shall begin as provided therein but in no event prior to thirty (30) days after Seller's acceptance.

E. For purposes of performance hereunder, Seller's mailing address shall be: 800 North Justice Street; Hendersonville, NC 28791.

F. For purpose of performance hereunder, Buyer's mailing address shall be: Mills River Family Health Center, 9 Cross Roads Drive, Horse Shoe, NC 28742

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G. If the Right of First Refusal is not exercised by Seller in the manner and within the time frame set out above, then and in that event Buyer is free to sell or lease the Property to the third party who made the offer which was refused, but only on the same terms and conditions as were communicated by Buyer to Seller. The right to purchase the property pursuant to this Right of First Refusal shall continue in full force and effect even after the Property may be leased to a third party as provided in this Addendum.

H. This Right of First Refusal automatically terminates only if the Property is sold to the third party after refusal of Seller to exercise its right to purchase as specified hereinabove.

I. All notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited with a nationally-recognized delivery service, to the addresses set forth above, or at such other addresses as specified by written notice delivered in accordance herewith.

J. This Right of First Refusal is not assignable by Seller and shall automatically terminate upon any merger, consolidation, dissolution, sale of substantially all of the assets, or change in ownership or control of Henderson County Hospital Corporation.

2. Restriction on the Use of the Property. The use of the Property shall be restricted for a period of ten (10) years after Closing to medical office use only. Seller or its agent, Henderson County Hospital Corporation, shall have the right to enforce this restriction at any time, and the restriction shall be contained in the deed conveying title from Seller to Buyer.

3. Expiration of Offer. This offer shall expire unless acceptance is delivered to Buyer on or before ~~March 1, 2006~~ at 5:00 p.m., or until withdrawn by Buyer, whichever occurs first.

April 15, 2006 Bu 3/9/06

4. Compliance with applicable law. The parties agree that the Seller is a public body and may dispose of the Property only pursuant to the provisions of Article 12 of Chapter 160A of the North Carolina General Statutes. All terms, conditions and obligations contained in this Agreement are subject to the provisions of Chapter 160A, Article 12 of the North Carolina General Statutes, and the parties agree that the Seller must advertise the terms and conditions of this Agreement for upset bid pursuant to N.C.G.S. Section 160A-269. The Seller has no further obligation to sell the Property or perform any covenant of this Agreement until this Agreement has been advertised and the highest bidder has been identified pursuant to N.C.G.S. Section 160A-269. The Buyer shall pay all costs of publication incurred by the Seller.

BW



Official Check

64-79-611

3730960278

Purchaser **WEBB 60561708/TBA**

Date **Mar. 9, 2006**
Initials (type) **115937** Center **8000196**

PAY **\$32,500.00*****

\$ ****32,500.00****

To the Order of **ELIZABETH CORN, HENDERSON CO. CLERK OF COURT**

SunTrust Banks, Inc. by its Authorized Agent
SunTrust Bank

Authorized Signature

Payable at SunTrust Bank

⑈3730960278⑈ ⑆061100790⑆ 7019019996⑈