

EXHIBIT B
DEED RESTRICTIONS

THIS DEED is made and executed upon and subject to certain express conditions and covenants; these conditions and covenants being a part of the consideration for the property conveyed, and the Grantee hereby binds itself, and for purposes of paragraph 3 herein and only paragraph 3, its successors, assigns, grantees and lessees to these covenants and conditions which are as follows:

1. Grantee shall develop the property in accordance with that certain Agreement entered into between Grantor and Grantee and dated _____ (the "Agreement") and with the Redevelopment Proposal referenced in and attached to said Agreement. The property shall be developed in accordance with the Redevelopment Plan adopted by the City of Gastonia on June 15, 1999, and all applicable state and local laws and regulations. This paragraph shall not apply to any subsequent redevelopment or development of the property.
2. Grantee agrees and covenants for itself, its successors and assigns and every successor in interest to the property or any part thereof, that the Grantee shall promptly begin and diligently complete the redevelopment through the construction of the agreed-upon improvements and renovations. Said work shall be completed within three (3) years (1,095 days) of the date of this deed. Upon the completion of the improvements, Grantor promptly will execute a written document in recordable form that certifies the completion of the improvements (the "Completion Certificate") and will provide it to Grantee, who, upon receipt, is authorized to file and to record the Completion Certificate in the same office or offices where this Deed was filed and recorded. The filing and the recording of the Completion Certificate will evidence the satisfaction of all requirements and restrictions as set out and contained in the Redevelopment Proposal and in paragraphs 1 and 2 of these restrictions.
3. Following the filing of the Completion Certificate referenced above, the only continuing restriction running with the land, and the only restriction that Grantee and its successors and assigns shall be obligated to comply with shall be the obligation to restore to the greatest extent feasible and then maintain the historic façade of the main building (which is three stories and basement), its architectural detailing, fenestration, roofline and building materials (subject to the requirements of the applicable North Carolina building codes). The agreement and covenant contained in this paragraph 3 shall be binding for the benefit of the Grantor, and enforceable by the Grantor against the Grantee, and its successors and assigns.
4. The parties recognize that due to change in market conditions or community demand, Grantee may desire or need to transfer or convey the property to a subsequent Purchaser, who may wish to change the use or request removal of one or more of the foregoing restrictions, and Grantee may therefore need to petition Grantor for removal of one or more of such restrictions to aid in the sale or transfer of the Property. In recognition of such foreseeable contingency, it is agreed that so long as the Completion Certificate has been filed and recorded, Grantee's request for removal of one or more of the foregoing restrictions to aid in the sale, transfer or conveyance of the Property will not be unreasonably withheld.
5. Prior to the completion of the redevelopment and filing of the Completion Certificate, Grantee will not make or create any sale, assignment, conveyance, or transfer in any other form of or with respect to this agreement or the Property, any part of or interest in the Property, or contract or agree to do any of the above mentioned acts, without the prior written approval of the Grantor (which consent shall not be unreasonably withheld, conditioned or delayed), except that such approval shall not be required in the following circumstances: (a) Grantee may mortgage the premises to the extent necessary for the construction and completion of the improvements, which shall include costs associated with architects, surveyors, and attorneys' fees and shall also include title, escrow and financing charges, (b) a mortgagee under clause (a) above may take a deed in lieu of foreclosure or foreclose on a deed of trust on the property and further convey the property to a buyer in foreclosure; and (c) Grantee may grant easements reasonably necessary for the construction and completion of the improvements.

However, in the event any Mortgagee or purchaser at any foreclosure sale shall come into possession of the Property prior to the filing or recording of the Completion Certificate, such Mortgagee or purchaser shall be bound only by such restrictions that are intended by the parties to continue following the filing of the Completion Certificate, and may transfer, sell or convey the Property subject only to such restrictions.

6. A breach of any one of these covenants or the continuance of such breach, may, at the option of the Grantor, its successors or assigns, be enjoined, abated, or remedied by the appropriate proceedings, and in the case of the restriction contained in paragraph 3 herein, such appropriate proceedings can be instituted regardless of whether the Grantor at such time retains any interest in any portion of the property.

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