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 Fee Amt: \$38.00 Page 1 of 9
 Workflow# 2664673
 Buncombe County, NC
 Otto W. DeBruhl Register of Deeds
 BK 4638 PG 1931-1939

THIS INSTRUMENT WAS PREPARED BY:
 Gershon Seiferas, Esquire
 AND SHOULD BE RETURNED TO:
 Susan S. Barbour, ROD Box 31
 McGuire, Wood & Bissette, PA

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (the "Option") is made and executed this 16th day of January, 2009 (the "Effective Date"), by and between **CENTER 164, LLC**, a North Carolina limited liability company whose address is 96 Randall Cove Road, Leicester, North Carolina, ("Grantor"), and **RANDALL GLADE LLC**, a Delaware limited liability company, whose address is c/o Richard Klavans, 2405 White Horse Road, Berwyn, PA 19312 ("Grantee");

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Purchase and Sale Agreement dated as of December 31, 2008 (the "Contract") whereby Grantee is acquiring from Grantor certain real property, located in Buncombe County, North Carolina, more particularly described on Exhibit A attached hereto (the "Grantee's Property");

WHEREAS, the Grantee's Property is part of a larger tract of land known as Randall Glen owned by Grantor and more particularly described on Exhibit B attached hereto ("Randall Glen");

WHEREAS, Grantor has acknowledged that continued operation of the farm, stables and gem mines located on the residual of Randall Glen still owned and operated by Grantor and being shown as a twenty five (25) acre tract described as Tract 1 on that plat recorded in Plat Book 122, at Page 17 of the Buncombe County, NC Registry (the "Property") in substantially the same manner as the same have been operated immediately prior to the date hereof is of great benefit to Grantee in the use and operation of Grantee's Property, and has agreed as part of the consideration under the Contract to grant to Grantee a right of first refusal to purchase the Property as hereinafter provided;

WHEREAS, Grantor and Grantee desire to execute this Option and to record the same among the Public Records of Buncombe County, North Carolina, in order to provide record notice of Grantee's right of first refusal to purchase the Property;

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants and benefits provided in the Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to Grantee a right of first refusal to purchase the Property on the following terms and conditions:

(a) Before entering into or accepting a letter of intent or contract with respect to the sale of the Property or any interest therein, or any other statement of terms and conditions for the sale of the Property or any interest therein to any Offeror (as hereinafter defined), Grantor shall send the Grantee two (2) true, correct and complete copies of such letter of intent, contract or statement and such information which the Grantee may request regarding the identity of the proposed purchaser and its shareholders, members or partners to the extent Grantor has knowledge of the same, both copies of which shall have been duly executed by Grantor, together with a written offer from Grantor to enter into an agreement to sell the Property or applicable interest therein to Grantee or its designee on the terms of such letter of intent, contract or

statement (the "Offer") together with a statement of Grantor's intention to sell the Property or applicable interest therein to the Offeror if the Offer is not accepted by the Grantee or its designee. Grantee shall have the right for itself or its designee, within thirty (30) days following the receipt of the Offer and the written notice from Grantor, to elect to purchase the Property or interest therein on the terms and conditions set forth in the Offer (such right, the "Right of First Refusal"). In the event the Grantee elects to accept the Offer, Grantee must do so by executing one (1) copy of the Offer and returning it to Grantor within the thirty (30) day period, in which case the parties shall work together in good faith to complete any remaining terms of a purchase and sale agreement, which shall be commercially reasonable and substantially in the form of the Contract, with appropriate revisions to reflect the transaction terms embodied in the Offer, provided that in no event shall Grantee be obligated to pay any broker's fee or taxes applicable to the sale of the Property. The Right of First Refusal and the terms of this Option shall survive any sale of all or any portion of the Property or any interest therein to a party or entity which is not an Unrelated Third Party (as hereinafter defined). For purposes hereof, references to any sale of the Property or any interest therein shall include, without limitation, a sale of any portion of the Property or any interest in the Grantor. For purposes hereof, "Offeror" shall mean any Unrelated Third Party who has submitted or accepted a letter of intent, contract or statement of terms for the purchase of the Property or any interest therein on terms Grantor wishes to accept. The term "Unrelated Third Party" shall mean any person or entity which (i) does not directly or indirectly own any interest in Grantor, (ii) is not directly or indirectly owned or controlled by Grantor, does not control Grantor and is not the parent, descendant or other immediate family member of Grantor. For purposes hereof, "control" shall mean ownership, directly or indirectly, of more than twenty percent (20%) of all stock, ownership or membership interests in the controlled person or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity whether through ownership of voting securities, beneficial interests, by contract or otherwise.

(b) If the Grantee does not accept the Offer within the thirty (30) day period provided in paragraph (a) above, then the Offer shall be deemed withdrawn and Grantor shall be free for a period of three (3) months from the expiration of the thirty (30) day period to sell the Property or such part thereof to the Offeror on terms not less favorable to Grantor than those set forth in the Offer, free and clear of the rights of the Grantee contained in this Option. In the event the Property or such part thereof or interest therein is not so sold to the Offeror within the three (3) month period, then any further offer to sell or the purchase the Property or any part thereof or interest therein must first be submitted to the Grantee in accordance with the provisions of paragraph (a) above.

(c) Subject to the provisions of paragraph (b) above, in the event Grantor shall, during the aforesaid three (3) month period (or during a subsequent three (3) month period as provided in said paragraph (b)), decide to revise the terms on which it is willing to sell the Property or any part thereof to the Offeror, so that the Property or such interest shall be sold upon terms less favorable to Grantor than those contained in the Offer previously submitted to the Grantee (such less favorable terms being hereinafter referred to as "New Agreement"), then Grantor shall, with respect to each such New Agreement, before entering into the New Agreement, provide a copy of the New Agreement to the Grantee and offer to sell the Property or such part thereof or interest therein to the Grantee on the terms contained in the then current New Agreement. If the Grantee does not give Grantor written notice within thirty (30) days after the receipt of the New Agreement that Grantor wishes to purchase the Property on the same terms embodied in the New Agreement, then Grantor shall be free for a period of three (3) months from the expiration of the thirty (30) day period to sell the Property or such part thereof or interest therein to the Offeror on terms not less favorable to Grantor than those contained in the New Agreement, free and clear of the rights of the Grantee contained in this Option. In the event the Property or such part thereof or interest therein is not sold to the Offeror within the three (3) month period, then any further offers with respect to the Property or any part thereof or interest therein must be submitted to the Grantee in accordance with the provisions of paragraph (a) above. In the event the Grantee elects to accept the offer embodied in the New Agreement, the Grantee must do so by giving Grantor written notice thereof within the thirty (30) day period, in which case the parties shall work together in good faith to complete the remaining terms of a purchase and sale agreement, which shall be on commercially reasonable terms and substantially in the form of the Contract, with appropriate revisions to reflect the transaction terms embodied in the New Agreement, provided that in no event shall Grantee be obligated to pay any broker's fee or taxes applicable to the sale of the Property.

(d) Once Grantor has sold any portion of the Property or any interest therein in accordance with the terms of this Option, Grantee shall execute and deliver to Grantor an instrument in recordable form releasing the sold property from the Right of First Refusal. Notwithstanding anything to the contrary contained herein, however, the Right of First Refusal set forth herein shall survive any sale of all or any portion of the Property or any interest therein to any person or entity which is not subject to Grantee's Right of First Offer hereunder. Except as otherwise expressly provided herein, this Option shall benefit and be binding upon the parties hereto and their respective successors, assigns, executors and heirs. This Option is not, however, personal to Grantee or Grantor or their respective affiliates and the benefits granted herein shall survive any transfer of the Grantee's Property or the Property except as otherwise expressly provided herein and shall not terminate or otherwise be affected at such time as Grantee or Grantor or their respective affiliates no longer has an interest or owns any portion of the Grantee's Property or the Property, it being the parties intent that the Right of First Refusal run with the land.

(e) For clarification, this Option shall not apply to a foreclosure, or deed-in-lieu of foreclosure, with respect to any first priority mortgage from a commercial or institutional lender secured by the Property or any portion thereof, but any party acquiring title to the Property or any portion thereof by foreclosure or deed-in-lieu of foreclosure shall thereafter remain bound by this Right of First Refusal as to the first sale, and only as to the first sale, of the Property or such portion thereof. Once the party who has acquired the Property, or any portion thereof, by foreclosure or deed-in-lieu of foreclosure has sold the Property, or any portion thereof, in accordance with the terms of this Right of First Refusal, Grantee shall execute an instrument in recordable form releasing the sold property from the Right of First Refusal. Notwithstanding anything to the contrary contained herein, however, the Right of First Refusal set forth herein shall survive any sale of all or any portion of the Property or any interest therein to a party or entity in which any party who has acquired the Property, or such portion thereof, by foreclosure or deed-in-lieu of foreclosure (or its successor owner of the Property) has an interest.

(f) All notices given in connection with this Option shall be effective as of the date personally delivered, one day after the date delivered to overnight courier, or three days after being mailed by U.S. Mail (postage prepaid), as the case may be, if sent to the parties at the following addresses (as such addresses may be modified or updated by written notice given in accordance with the terms hereof):

Grantor's notice address:

Center 164, LLC
96 Randall Cove Road
Leicester, NC 28748
Attn: Ms. Linda K. Goodin

Grantee's notice address:

Randall Glade LLC
c/o Martin S. Kaplan, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Fax No.: 617-526-5000

(g) This Option contains all agreements of the parties with respect to the subjects addressed herein, and supersedes any prior discussions, and all other contracts or other agreements with respect thereto. No amendments or modifications to this Option or waivers of any rights or benefits provided herein shall be binding unless signed by the party against whom such modification or waiver is sought to be enforced.

(h) This Option shall be construed in accordance with and shall be governed by the internal laws of the State of North Carolina.

(i) GRANTOR represents and warrants to Grantee that:

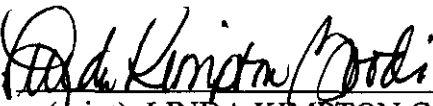
1. As of the date hereof the Property is owned by Grantor free and clear of and from any liens other than ad valorem real property taxes and assessments not yet due and payable;
2. This Option does not conflict with nor does it violate any of Grantor's charter documents, including its operating agreement, or any other contracts or agreements to which Grantor or the Property are bound;
3. Grantor has all requisite power and authority to enter into this Option and perform its obligations hereunder; and
4. This Option has been duly authorized, executed and delivered by Grantor.

(j) If not sooner terminated in accordance with its terms, Grantee's Right of First Refusal shall expire upon the fifth (5th) anniversary of the Effective Date.

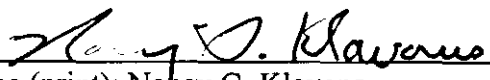
[Signatures on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Memorandum to be executed and delivered by persons duly authorized thereunto as of the day and year first above written.

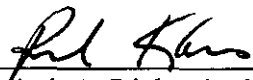
**GRANTOR: CENTER 164, LLC, a
North Carolina limited liability company**

By:  (SEAL)
Name (print): LINDA KIMPTON GOODIN
Title (print): MANAGER
Date of Execution: 01/16/09

**GRANTEE: RANDALL GLADE LLC,
A Delaware limited liability company**

By:  (SEAL)
Name (print): Nancy G. Klavans
Title (print): MANAGER

Date of Execution: 1-16-09

By:  (SEAL)
Name (print): Richard Klavans
Title (print): MANAGER
Date of Execution: 1-16-09

COUNTY OF BUNCOMBE

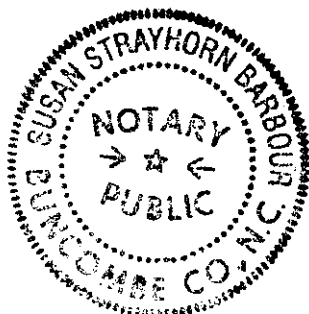
I certify that the Signatories personally appeared before me this day, and
(check one of the following)

(check one of the following)

(A credible witness has sworn to the identity of each of the Signatories).

Witness my hand and official stamp or seal this 16th day of January, 2009.

Susan Strayhorn Barbour
 Notary Public
 Print Name: Susan Strayhorn Barbour
 My Commission Expires: 12-10-2011
 [NOTARY SEAL]



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STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Susan Strayhorn Barbour, a Notary Public of the aforesaid County and State, do hereby certify that Nancy G. Klavans and Richard Klavans, being the sole Member Managers of Randall Glade LLC, a Delaware limited liability company, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of Randall Glade LLC.

I certify that the Signatories personally appeared before me this day, and
(check one of the following)

_____ (I have personal knowledge of the identity of each Signatory); or

_____ (I have seen satisfactory evidence of each Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

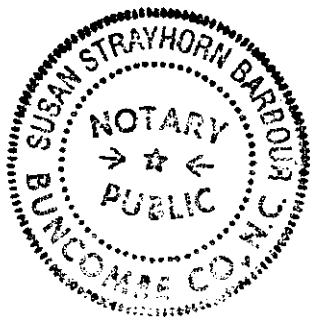
_____ ✓ a driver's license for each signatory or

_____ in the form of _____); or

_____ (A credible witness has sworn to the identity of each of the Signatories).

The Signatories acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 16th day of January, 2009.



Susan Strayhorn Barbour
Notary Public
Print Name: Susan Strayhorn Barbour
My Commission Expires: 12-10-2011
[NOTARY SEAL]

EXHIBIT A

Tract 2, Plat Book 122, page 17

BEING all of that certain parcel of land situated in Sandy Mush Township, Buncombe County, NC and being more particularly described as follows:

BEING all of that 55.341 acre tract designated as TRACT 2 on plat entitled "Survey for Randall Glade LLC" by David E. Summey, PLLC, dated 12-3-2008 and recorded in Plat Book 122, at Page 17 of the Buncombe County, NC Registry, reference to said plat being made for a more particular description of said Tract 2.

TOGETHER WITH an exclusive, appurtenant easement area for use for a septic drain field and repair area as more particularly shown and described on the above referenced recorded plat and lying and being adjacent to the northern boundary of said Tract 2.

TOGETHER WITH the terms and agreements as set forth in that Right of First Refusal Agreement dated January 16, 2009 between Center 164, LLC as grantor and Randall Glade LLC as Grantee to be recorded simultaneously herewith, the terms of said Agreement to be deemed incorporated herein by reference.

TOGETHER WITH AND SUBJECT TO all easements and rights of ways as shown on the above described recorded plat, which rights of ways provide non-exclusive, privately maintained access from said Tract 2 over and across a shared thirty foot (30') wide driveway for ingress, egress and regress and for the installation and maintenance of utilities and drainage facilities leading from the northern boundary of said Tract 2 and crossing Tract 1 as shown and described on the above referenced plat to that privately maintained road known as Randall Cove Road, aka, Surrett Cove Road and Surrett Cove Road Extension to Surrett Cove Road (SR 1397) as more particularly shown on the above referenced plat and as described in Deed Book 1062, Page 162; Deed Book 2091, at Page 689; Deed Book 1236, Page 373; Deed Book 3863, Pages 363, 365 and 367, all of the Buncombe County, NC Registry.

TOGETHER WITH AND SUBJECT TO the terms and agreements as set forth in that Construction and Access Easement dated January 16, 2009 between Center 164, LLC as grantor and Randall Glade LLC as Grantee to be recorded simultaneously herewith, the terms of said Easement to be deemed incorporated herein by reference.

BEING a portion of that property conveyed by Mary Adore Coloney, unmarried to Center 164, LLC, A North Carolina limited liability company by deed recorded in Book 4196, at Page 494 of the Buncombe County, NC Registry.

EXHIBIT B

To Construction and Access Easement and Right of First Refusal Agreement

BEING all of that certain parcel of land situated in Sandy Mush Township, Buncombe County, NC and being more particularly described as follows:

TRACT 1: BEING all of that 80.328 acre parcel as shown on that plat entitled "Survey for Christine D. Vigue" by Robert B. Cheek, PLS dated 4-28-1999 and recorded in Plat Book 73, at Page 59 of the Buncombe County, NC Registry, reference to which is hereby made for a more particular description of said 80.328 acre parcel.

TRACT 2: BEING all of that 0.13 acre parcel identified as Parcel 2 as shown on that plat entitled "Survey for Susan E. Wilson and Christine D. Vigue" by Bobby C. McMahan, PLS dated August 14, 2004 and revised September 20, 2004 and recorded in Plat Book 94, at Page 166 of the Buncombe County, NC Registry, reference to which is hereby made for a more particular description of said 0.13 acre parcel 2.

LESS AND EXCEPTING that 0.13 acre parcel identified as Parcel 1 as shown on that plat entitled "Survey for Susan E. Wilson and Christine D. Vigue" by Bobby C. McMahan, PLS dated August 14, 2004 and revised September 20, 2004 and recorded in Plat Book 94, at Page 166 of the Buncombe County, NC Registry, reference to which is hereby made for a more particular description of said 0.13 acre parcel 1.

TOGETHER WITH AND SUBJECT TO all easements and rights of ways as shown on the above described recorded plats , which rights of ways provide access over and across Randall Cove Road, aka, Surrett Cove Road and Surrett Cove Road Extension to Surrett Cove Road (SR 1397)and as described in Deed Book 1062, Page 162; Deed Book 2091, at Page 689; Deed Book 1236, Page 373; Deed Book 3863, Pages 363, 365 and 367, all of the Buncombe County, NC Registry.

BEING all of that property conveyed by Mary Adore Coloney, unmarried to Center 164, LLC, A North Carolina limited liability company by deed recorded in Book 4186, at Page 494 of the Buncombe County, NC Registry.