

After Recording Return to:
Scott B. Thompson, Sr.
P.O. Box 1586
Dublin, GA 31040

WARRANTY DEED

STATE OF GEORGIA, COUNTY OF TREUTLEN

THIS INDENTURE, Made this _____ day of _____, in the year of our Lord Two Thousand Twelve, between **VRTX, INC.**, as Grantor, and **THE TREUTLEN COUNTY DEVELOPMENT AUTHORITY**, as Grantee.

WITNESSETH: That the said **GRANTOR**, for and in consideration of the sum of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS**, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the **GRANTEE**, the following described property:

SEE ATTACHED EXHIBIT "A"

Said property is conveyed subject to all easements for utility purposes and all covenants and restrictions of record.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one **GRANTOR** or **GRANTEE**, said singular part of speech shall be deemed to read as the plural, and each **GRANTOR** shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein **GRANTOR** or **GRANTEE** is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said **GRANTEE** his heirs and assigns, forever, in fee simple.

AND THE SAID GRANTOR, for himself, his heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto the said

GRANTEE, his heirs and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and affixed his seal, and delivered these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lorraine Cataland
Witness LORRAINE CATALAND
[Signature]
Notary Public

STEPHAN L. ROSENBAUM
Notary Public, State of New York
No. 02RO6019524
Qualified in Queens County
Commission Expires 02/08/20 15

VRTX, INC.

Claude Simon (Seal)
By: Claude Simon
[Signature] (Seal)
Attest: Wei Chang

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Soperton, 1386th G.M. District, Treutlen County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the southern right-of-way line of Roydon Drive (60-foot right-of-way) and the eastern right-of-way line of Sessions Street (60-foot right-of-way) and running thence along the southern right-of-way line of Roydon Drive north 89 degrees 57 minutes east a distance of 463.0 feet to a point; thence leaving said right-of-way line and running along the western right-of-way line of Mount Vernon Highway (100-foot right-of-way) south 01 degree 58 minutes east a distance of 604.20 to a point; thence leaving said right-of-way line and running south 85 degrees 14 minutes west a distance of 384.0 feet to a point on the eastern right-of-way line of Sessions Street; running thence along said right-of-way line north 12 degrees 30 minutes west a distance of 400.0 feet to a point; continuing thence along said right-of-way line north 03 degrees 23 minutes west a distance of 245.26 feet to the Point of Beginning, according to survey for "Co-ordinated Apparel Services Corporation" dated July 1, 1982, prepared under the seal and certification of Jimmy M. Bloodworth, Georgia Registered Land Surveyor No. 1828, said tract containing 6.22 acres, according to said survey.

LESS AND EXCEPT: .0154 ACRES DEEDED TO THE DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ON 12/11/90 AND RECORDED IN TREUTLEN COUNTY DEED BOOK 68 PAGE 319.



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan			
1. T FHA 2. F RHS 3. F Conv. Unins	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. F VA 5. F Conv. Ins			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: TREUTLEN COUNTY DEVELOPMENT AUTHO 429 PARKVIEW DRIVE SUITE 101 SOPERTON, GA 30457		E. Name & Address of Seller: VRTX, INC. 254 5TH AVE. NEW YORK, NY 10001	
F. Name & Address of Lender:			
G. Property Location: HWY 221 SOUTH Lot: Block:		H. Settlement Agent: Scott B. Thompson, Sr. P.C. 210 W. Jackson Street Dublin, GA 31021 I. Settlement Date: Funding Date:	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	10,000.00	401. Contract sales price	10,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	214.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes:		406. City/town taxes:	
to		to	
107. County taxes:		407. County taxes:	
to		to	
108. Assessments:		408. Assessments:	
to		to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	10,214.00	420. Gross Amount Due To Seller	10,000.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	10.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes:		510. City/town taxes:	
to		to	
211. County taxes:		511. County taxes:	
to		to	
212. Assessments:		512. Assessments:	
to		to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	10.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	10,214.00	601. Gross amount due to seller (line 420)	10,000.00
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	10.00
303. Cash T From F To Borrower	10,214.00	603. Cash T To F From Seller	9,990.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		File Number:	Loan Number:		
700. Total Real Estate Broker Fees					
Division of Commission (line 700) as follows:					
701. \$	to			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable In Connection With Loan					
801. Our origination charge	\$		(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)		
803. Your adjusted origination charges			(from GFE A)		
804. Appraisal fee to			(from GFE #3)		
805. Credit report to			(from GFE #3)		
806. Tax service to			(from GFE #3)		
807. Flood certification			(from GFE #3)		
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Daily interest charges from to @ \$ /day			(from GFE #10)		
902. Mortgage insurance premium for 0 months to			(from GFE #3)		
903. Homeowner's insurance for 0 years to			(from GFE #11)		
904.					
905.					
1000. Reserves Deposited With Lender					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance	months @	per mo	\$		
1003. Mortgage insurance	months @	per mo	\$		
1004. Property taxes	months @	per mo	\$		
1005.	months @	per mo	\$		
1006.	months @	per mo	\$		
1007. Aggregate Adjustment			\$0.00		
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	200.00	
1102. Settlement or closing fee Scott B. Thompson, Sr.			\$200.00		
1103. Owner's title insurance			(from GFE #5)		
1104. Lender's title insurance					
1105. Lender's title policy limit			\$		
1106. Owner's title policy limit			\$		
1107. Agent's portion of the total insurance premium			\$		
1108. Underwriter's portion of the total insurance premium			\$		
1109.					
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges			(from GFE #7)	14.00	
1202. Deed \$14.00	Mortgage \$		Release \$		
1203. Transfer taxes			(from GFE #8)		
1204. City/County tax/stamps: Deed \$	Mortgage \$				
1205. State tax/stamps: Deed \$10.00	Mortgage \$				10.00
1206.			\$		
1207.			\$		
1300. Additional Settlement Charges					
1301. Required services that you can shop for			(from GFE #6)		
1302.					
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				214.00	10.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

TREUTLEN COUNTY DEVELOPMENT AUTHO

Buyer/Borrower

VRTX, INC.

Seller

Buyer/Borrower

Seller

This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Scott B. Thompson, Sr. P.C.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment.

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Page 2 of 3

HUD-1

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	#801
Your credit or charge (points) for the specific rate chosen	#802
Your adjusted origination charges	#803
Transfer taxes	#1203

Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	#1201

Good Faith Estimate	HUD-1
0.00	14.00

Total	
Increase between GFE and HUD-1 Charges	

0.00	14.00
14.00	

Charges That Can Change	
Initial deposit for your escrow account	#1001
Daily interest charges	#901 \$0.00/day
Homeowner's insurance	#903

Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00

Loan Terms

Your initial loan amount is	\$
Your loan term is	Years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ includes £ Principal £ Interest £ Mortgage Insurance
Can your interest rate rise?	T No. £ Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	T No. £ Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	T No. £ Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	T No. £ Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	T No. £ Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	T You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. £ You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: £ Property taxes £ Homeowner's insurance £ Flood insurance £ £ £

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

STATE OF GEORGIA
COUNTY OF LAURENS

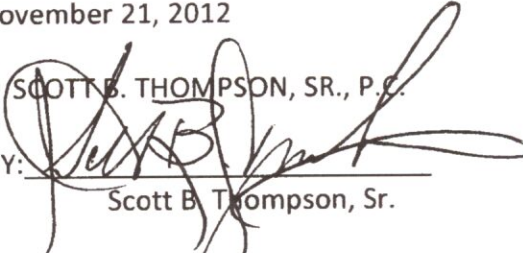
CERTIFICATE OF TITLE

Prepared for and limited to the use of:

TREUTLEN COUNTY DEVELOPMENT AUTHORITY

This is to certify that I have examined the record of title to the real estate as described on the reverse of this certificate, and according to the general indexes on file in the County of Treutlen and in accordance with Georgia Law, as supplemented by the Title Standards of the State Bar of Georgia. I find good, merchantable, fee simple title to be in: TREUTLEN COUNTY DEVELOPMENT AUTHORITY subject to the liens and exceptions hereinafter set out, forth below.

The effective date of this Certificate of Title is November 21, 2012

SCOTT B. THOMPSON, SR., P.C.
BY: 
Scott B. Thompson, Sr.

(1) All following are hereby expressly excepted from this Certificate.

- a. Such state of facts as would be disclosed by an accurate survey and physical inspection of the premises.
- b. Adverse claims or other rights or claims of parties in possession.
- c. Unrecorded claims of liens for labor, materials, and services furnished for the improvement of said property.
- d. Street and utility improvement liens not property shown of record.
- e. Items of personalty used in connection with, or attached to the realty, where not indexed upon the deed records.
- f. All easements, right of ways, etc., where not shown of record.
- g. All zoning laws, ordinances, regulations, municipal, and/or county.
- h. Any consumer credit protection, truth-in-lending or similar law.
- i. Matters affecting title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner.
- j. Title to that portion of the premises within the bounds of any public road.

- k. Past due utility bills, which, while not technically liens, will adversely affect the transfer of meters and/or service until the bills are paid.
- l. All matters of record subsequent to the date of this certificate.

(2) This certificate is limited to the names of married women as they appear in the chain of title and as furnished to examining counsel.

This certification is only for the use and benefit of the person or entity it was prepared for. The total liability of Scott B. Thompson, Sr., P.C. hereunder shall not exceed the amount of the initial loan made in reliance upon this Certificate of Title.

- (3) Special Liens, Objections and Exceptions:
- (4) Property taxes: Paid through 2011. 2012 Treutlen County taxes are due by 12/31/12. \$3385.61.
- (5) Subject to a Deed to Secure Debt from VRTX, Inc. to Treutlen County Development Authority, recorded in Deed Book 80,m page 113, Treutlen County Records.
- (6) Subject to restrictive covenants in a deed from Treutlen County Development Authority to VRTX, Inc., recorded in Deed Book 80, page 110, Treutlen County Records.
- (7) Subject to a Deed to Secure Debt from VRTX, Inc. to Treutlen County Development Authority, recorded in Deed Book 63, page 257, Treutlen County Records.
- (8) Subject to a buffer zone easement recorded in Deed Book 104, page 695, Treutlen County Records.
- (9) Subject to a Warranty Deed from VRTX, Inc. to Treutlen County Development Authority, being executed and recorded.

LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT "A"

COMMERCIAL PROMISSORY NOTE AND SECURITY AGREEMENT

TREUTLEN CO DEVELOPMENT AUTH
C/O TREUTLEN CO COMMISSIONERS
SOPERTON, GA 30457-0004

The Bank of Soperton
P.O. Box 26
Soperton, GA 30457

Loan Number 11689400
Date 06/30/2003
Maturity Date 07/02/2013
Loan Amount 160,388.19
Renewal Of 5376740300

Debtor's Name and Address

"I" includes each Debtor above, jointly and severally.

Secured Party's Name and Address

"You" means the Secured Party, its successors and assigns.

On or before the Maturity Date, the undersigned promises to pay the principal amount together with interest, and any other charges, including service charges, to the order of the Secured Party at the office at the address noted above or the holder. The undersigned further agrees to all terms and conditions below and on page two of this Note and Security Agreement. Words, numbers or phrases preceded by a box are applicable only, if the box is marked.

PRINCIPAL AMOUNT One Hundred Sixty Thousand Three Hundred Eighty Eight and 19/100 **Dollars / \$** 160,388.19

PAYMENT SCHEDULE: ☒ I agree to pay this note in 120 payment(s). The first payment is due 08/02/2003 in amount of 1,567.48.
Payments will be due on the 2nd day of each month thereafter, in the amount of 1,567.48. The final payment of the balance due (including interest and principal) will be due July 2, 2013.

Payment Amount: ☒ INCLUDES INTEREST or ☐ PLUS INTEREST

☐ INTEREST DUE:

☐ PRINCIPAL DUE:

PURPOSE OF LOAN: RENEWAL #5376740300 AND PURCHASE AIR CONDITON

☐ **POST MATURITY INTEREST:** Interest will accrue at the rate of _____ % per year on the balance of this note not paid at maturity, including maturity fee acceleration.

This Loan is subject to ☐ Fixed Interest Rate of _____ % per annum, ☒ Variable Interest Rate: which is ☐ _____ % more; ☒ 20.000 % less than; or ☐ equal to the following Index rate: NEW YORK PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL

Initial Interest Rate	Variable Interest Index Rate	Interest Rate Minimum	Interest Rate Maximum	Interest Rates will Change:
3.200 %	4.000 %	0.000 %	0.000 %	WHEN PRIME CHANGES

Interest will be calculated: ☐ on a 365 day basis ☒ on a 360 day basis, on the unpaid principal balance for the actual days outstanding.

LATE CHARGE: If I am more than 10 days late in making a payment, in addition to my payment, I will pay a late charge of \$ 20.00 or 10.00 %, whichever is ☐ less or ☒ greater.

DEFAULT RATE: Should note be in default the interest rate shall be: Minimum 20.00 ☐ _____ % per annum, or ☐ _____ % in excess of the Index.

PAY ON DEMAND: ☐ Payment is due upon DEMAND, ☐ Payment is due upon DEMAND but in any event, no later than maturity date.

LINE OF CREDIT:

If this note is not in default, Secured Party may make advances on a continuing basis up to the Principal Amount, from time to time, and subject to the sole discretion of the Holder. The Debtor may borrow, repay, and re-borrow funds hereunder, up to a maximum aggregate amount outstanding at any one time equal to the principal amount indicated above, provided, however, Holder shall be under no obligation to make any advance hereunder. All advances made hereunder by the Holder, all payments made hereof on account of principal and interest, and the agreed repayment schedule and maturity date for each advance made hereunder shall be endorsed by the Holder hereof on a schedule attached hereto or otherwise maintained by Holder, which is a part of the Master Note, and which endorsement, with the Holder's records and system of logging, shall be conclusive evidence of the advance(s), payment(s) or agreed repayment schedule(s) and maturity date(s), as the case may be, and shall be binding on the undersigned, it being understood however, that Holder's failure to make any such endorsement, or any clerical error on the Holder's part in making such an endorsement, shall not effect the undersigned's obligation hereunder.

TERMS/ADVANCES for Line of Credit is:

- ☐ **Obligatory:** Secured Party will continue to make advances under this Line of Credit unless: (1) the Maximum amount on this Line of Credit is outstanding; (2) the undersigned has defaulted on any of the promises contained in this agreement or any other agreement noted below; (3) the undersigned makes a request for an advance after the Maturity Date noted above; (4) other;
- ☐ **Discretionary:** Secured Party may refuse to make additional advances under this Line of Credit for the following reasons: (1) the aggregated advances under this Line of Credit exceeds \$ _____; (2) other:

ADDITIONAL NOTE PROVISIONS:**IF IRS QUESTIONS TAX FREE STATUS BORROWER HAS TO MAKE UP INTEREST**

This Note is secured by the SECURITY AGREEMENT below and on page two, and subject to all of the terms thereof, which are incorporated by reference.

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own and have sufficient rights in which to transfer an interest, now or in the future, wherever the property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessions, repairs, replacements, improvements, and accessories to the Property; any original documentation of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the lease, license, exchange, sale or other disposition of the Property; any claims and rights arising from the Property; and any collections and distributions on account of the Property.

☒ Collateral securing other loans with you will also secure this loan.

DESCRIPTION OF COLLATERAL: The collateral secured by this Agreement is described below, to which the applicable box has been marked, whether the Debtor now owns or may hereafter acquire or create and may include but shall not be limited to any items listed on any list or schedule attached:

- ☐ **Accounts and Other Rights to Payment:** All rights of payment, whether or not earned by performance, including, but not limited to, payment for property or services assigned, leased, licensed, rented, or sold. This includes any interests, liens and rights which I have by law or agreement against any account debtor or obligor.
- ☒ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, passbook, savings, time, and similar accounts. (☐ Control document executed)
- ☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock receipts and warrants, and warehouse receipts.
- ☐ **Equipment:** All equipment including, but not limited to, farm equipment and machinery, fixtures, furniture, machinery, manufacturing equipment, ship equipment, vehicles, office and record keeping equipment, parts and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not required to create a valid security interest in all of my equipment.

- ☐ **Farm Products and Supplies:** All farm products including, but not limited to, all livestock and poultry, born or unborn, including aquatic livestock, their produce, products, and replacements; all crops, annual or perennial, growing or to be grown, and all products of the crops; including crops produced on trees, vines, and bushes and aquatic goods produced in aquacultural operations; and all feed, fertilizer, medicines, seed, and other supplies used or produced in my farming operations. (Provide specific description of crops and their location(s) below.)
- ☐ **General Intangibles:** All general intangibles including, but not limited to, computer programs and all supporting information provided in connection with a transaction relating to computer programs, copyrights, customer lists, goodwill, patents and applications for patents, permits and franchises, payment intangibles, trademarks, trade names, trade secrets, tax refunds, and the right to use my name. (Provide specific description below.)
- ☐ **Government Payments and Programs:** All accounts, benefits, general intangibles, and payments including, but not limited to, emergency assistance and diversions payments, entitlements, production flexibility contracts, storage payments, warehouse receipts, and conservation reserve payments under any preexisting, current or future federal or state government program.
- ☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments, promissory notes, and any other records or writings that determine the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☐ **Inventory:** All inventory held for lease or ultimate sale, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or material consumed or used in my business.
- ☐ **Investment Property:** All investment property including, but not limited to, certificated or, uncertificated securities, securities accounts, securities entitlements, commodity accounts, commodity contracts, and financial assets. (☐ Control document executed.)
- ☒ **Other Property:** (provide specific description below)

Security Agreement Addendum if more space

Georgia, Treutlen County

When recorded return to:

THE BANK OF SOPERTON
114 SECOND STREET P O BOX 26
SOPERTON, GA 30457

The Debt this instrument was given to
secure having been satisfied the Clerk of
Superior Court where recorded is authorized
to cancel of record.

THE BANK OF SOPERTON

BY

NOV 20 2012

Title

State of Georgia

Space Above This Line For Recording Data

REAL ESTATE DEED TO SECURE DEBT

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed to Secure Debt (Security Instrument) is
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: VRTX, INC
MT VERNON ROAD
SOPERTON, GA 30457

Cancellation
State of Georgia, Treutlen County
CLERK'S OFFICE, SUPERIOR COURT
Filed Nov 20, 2012 at 11:45 O'clock a M
Recorded Nov 20, 2012 In Book 138 Page 219
Shelly B. Weigand - Chief Deputy Clerk

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

GRANTEE:

("Lender")

TREUTLEN COUNTY DEVELOPMENT AUTHORITY
MARTIN LUTHER KING DRIVE
CULLENS ANNEX - TREUTLEN COUNTY COURTHOUSE
SOPERTON, GEORGIA 30457

Georgia Treutlen County

Satisfied and cancelled of record This
20th day of November 2012
Shelly B. Weigand - Chief Clerk
Deputy

State of Georgia, Treutlen County
CLERK'S OFFICE, SUPERIOR COURT

Filed Aug 5, 19 96 at 5:00 O'clock P M
Recorded Aug 5, 19 96 In Book 80 Page 113
Curtis Rogers - Clerk
121

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, transfers, conveys and sells to Lender, with power of sale, the following described property:
REFER TO EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. 6.22 ACRES,
MORE OR LESS, IN THE CITY OF SOPERTON, MT VERNON ROAD, TREUTLEN COUNTY, GEORGIA.

THIS SECURITY DEED IS MADE PURSUANT TO A DULY AUTHORIZED RESOLUTION OF
VRTX, INC.

PERSONAL PROPERTY AND EQUIPMENT NOT INCLUDED.

The property is located in TREUTLEN at

(County)

MT VERNON ROAD, SOPERTON, Georgia 30457

(Address)

(City)

(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall

TREUTLEN COUNTY
STATE OF GEORGIA

Cancellation
State of Georgia, Treutlen County
CLERK'S OFFICE, SUPERIOR COURT
Filed 11/13/12, 20 12 at 1:44 O'clock a M
Recorded 11/13/12, 20 12 In Book 158 Page 218
Shirley L. Hargis Chief Deputy Clerk

ASSIGNMENT OF DEED TO SECURE DEBT

KNOW ALL MEN BY THESE PRESENTS, that the TREUTLEN COUNTY DEVELOPMENT AUTHORITY, existing under the laws of the State of Georgia, of the first part, in consideration of the sum of \$ TEN (\$10.00) Dollars and other good and valuable consideration, lawful money of the United States, to the TREUTLEN COUNTY DEVELOPMENT AUTHORITY in hand paid by the BANK OF SOPERTON, of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, without recourse, and by these presents does grant, bargain, sell, assign, transfer and set over without recourse unto the said party of the second part a certain Note and Deed to Secure Debt, bearing date the 2nd day of August, 1996, made by VRTX, INC. to the TREUTLEN COUNTY DEVELOPMENT AUTHORITY and recorded in TREUTLEN County, Georgia, Deed Book 80 at page 113, upon the following described piece and parcel of land situate, lying and being in said County of Treutlen, State of Georgia, to-wit,

SEE ATTACHED EXHIBIT "A", INCORPORATED HEREIN BY REFERENCE

THIS ASSIGNMENT IS MADE PURSUANT TO A DULY AUTHORIZED RESOLUTION AND THE BY-LAWS OF THE TREUTLEN COUNTY DEVELOPMENT AUTHORITY.

Together with the NOTE described in said mortgage, and the money due and to become due thereon, with interest from the 2nd day of August, 1996.

Party of the first part covenants that there is now owing upon said Note, without offset or defense of any kind, the principal sum of \$207,136.61 Dollars, with interest thereon at the rate of 80% of prime percentum per annum from the 2nd day of August, 1996.

TO HAVE AND TO HOLD THE SAME UNTO SAID PARTY OF THE SECOND PART, AND ASSIGNS FOREVER.

In witness whereof, said party of the first part has caused these presents to be signed and its corporate seal affixed, attested this the 2nd day of August 1996.

Georgia, Treutlen County

The Debt this instrument was given to secure having been satisfied the Clerk of Superior Court where recorded is authorized to cancel of record.

TREUTLEN COUNTY DEVELOPMENT AUTHORITY

By: [Signature]
Authorized Officer

(L.S.)

THE BANK OF SOPERTON

BY [Signature]
Attest: [Signature]
Title: [Signature]

NOV 20 2012

Secretary

(L.S.)

Signed, sealed and delivered
in the presence of:

State of Georgia, Treutlen County
CLERK'S OFFICE, SUPERIOR COURT

Georgia, Treutlen County

The Debt this instrument was given to
secure having been satisfied the Clerk of
Superior Court where recorded is authorized
to cancel of record,

THE BANK OF SOPERTON

BY Tom Mayley VP Loan Officer

Return to:
Tom Everett
P.O. Box 87
Ailey, Ga. 30410

NOV 20 2012

Title

State of Georgia, Treutlen County

CLERK'S OFFICE, SUPERIOR COURT

Filed Dec 30, 2012 at 1:58 O'clock P M

Recorded Dec 30, 2012 in Book 103 Page 251 -

Curtis Durrey Clerk 262

DEED TO SECURE DEBT

4-30-2023

Georgia, Treutlen County

For and consideration of the sum of \$1.00 and other valuable consideration, receipt of which is acknowledged,

VRTX, INC., a New York corporation

of 160 Madison Ave., 7th Floor, New York, NY 10016, herein after called "Grantor", has
and does hereby sell and convey unto THE TREUTLEN COUNTY DEVELOPMENT AUTHORITY, of Soperton, Georgia,
hereinafter called "Grantee", all of the following described property, to-wit:

FOR A COMPLETE DESCRIPTION, PLEASE SEE EXHIBIT "A" ATTACHED HERETO

AND MADE A PART OF THIS DEED BY REFERENCE.

Cancellation
State of Georgia, Treutlen County
CLERK'S OFFICE, SUPERIOR COURT
Filed Nov 20, 2012 at 1:44 O'clock 2 M
Recorded Nov 20, 2012 in Book 138 Page 246
Sherry D. Fitzgerald Chief Deputy Clerk

Georgia Treutlen County
Not Satisfied and cancelled of record This
day of November 2012
Sherry D. Fitzgerald Chief Clerk
Deputy

A. This deed is intended as a deed to secure debt under the laws of Georgia to secure the payment of the following any and all of which are included in the term "secured indebtedness" wherever that term is herein used:

(a) **ONE PROMISSORY NOTE, DATED 6-30-03, GIVEN IN THE PRINCIPAL AMOUNT OF \$160,388.19, WITH INTEREST AT THE RATE OF 80% OF PRIME AND DUE AND PAYABLE IN 199 EQUAL MONTHLY INSTALLMENTS OF 1,567.48 EACH, BEGINNING ON 8-2-03, AND ONE FINAL INSTALLMENT OF \$1,567.48, PLUS ACCRUED INTEREST DUE 7-2-2013.**

(b) Any and all renewals, in whole or in part, of the indebtedness described in Sub-paragraph (a) above and also all other indebtedness and obligations of Grantor to Grantee whenever existing and however incurred, whether as principal debtor, surety, or guarantor, and whether severally, or jointly with others, or otherwise.

(c) All costs of collection of the indebtedness and obligations described in Sub-paragraphs (a) and (b) above or any part thereof, including attorney fees as may be provided in any note or other instrument evidencing said indebtedness or obligation.

B. This deed being intended to secure present indebtedness and also future indebtedness and other obligations of Grantor to Grantee shall not be exhausted not title to the property herein conveyed to Grantee revested in Grantor by the payment of all of the secured indebtedness at any time outstanding, but title to said property shall only be revested in Grantor by a reconveyance of said property to Grantor by Grantee or by the cancellation and surrender of this deed by Grantee and this deed shall continue in full force and effect until such reconveyance or cancellation and surrender takes place.

C. Grantor further covenants and agrees:

(1) Grantor will pay the secured indebtedness and each and every part and installment thereof promptly as shall be provided in the note, notes, or other instruments or agreements evidencing the secured indebtedness;

(2) No timber shall be worked for turpentine, not cut for any purposes, not any material change made in any building or other improvements, on said property without consent of the Grantee;

(3) Grantor shall maintain fire and extended coverage insurance on all buildings and other improvements located in said property as the Grantee may, from time to time, require but not more than the fair insurable value of said buildings and improvements, and shall keep on deposit with the Grantee valid policies providing such insurance with loss payable clauses in favor of the Grantee, all in form and written by companies acceptable to the Grantee. Proceeds of any such insurance, at the election of the Grantee, shall be applied on the secured indebtedness and in such order as the Grantee may elect, or in restoration of the loss. In event of any loss covered by said insurance, the burden and obligation of enforcing collection of the insurance shall be on Grantor and the accrual of any said insurance from any such loss shall not be excuse for delay in payment of the secured indebtedness, or any part thereof, nor any bar to foreclosure of this deed or any other action by the Grantee to collect the secured indebtedness;

(4) Grantor will keep all buildings and other improvements located on said property in a state of good repair;

(5) Grantor will return said property for taxes, as provided by law, and will pay all taxes and special assessments assessed against said property promptly as such taxes and assessments become payable;

(6) In event of failure of the Grantor to do so, and without waiving the right to accelerate the maturity of the secured indebtedness on account of such failure, the Grantee, at the Grantee's election, may provide said insurance, pay said taxes, pay any such special assessments, and make repairs to said buildings and improvements, and Grantor shall repay the Grantee, on demand, all sums paid or advanced by the Grantee for any such taxes, assessments, insurance, or repairs, and the amount so paid shall be a debt secured by this deed, shall bear interest from the time of payment by the Grantee at the rate herein above contracted for under paragraph A (a) per annum and shall be included in the term secured indebtedness wherever said term is used herein. The Grantee may accept any assessment in any public office as legal and correct without inquiry, and in event any such assessment includes taxes other than taxes assessed directly against said property, the Grantee, at the Grantee's option, may pay the whole tax or assessment or pay only the part attributable to said property.

(7) No paragraph seven (7).

(8) Time is of the essence and in the event of the Grantor's default on or violation of any agreement or obligation under this deed or in the event of any default in the payment of any one note, installment, or other part of the secured indebtedness or any part thereof, promptly when due, the Grantee may, without notice, declare the entire secured indebtedness then outstanding immediately due and payable. Nothing shall be construed to be a waiver of the provisions of this paragraph, except a written agreement.

(9) In event of default in the payment of the secured indebtedness, when due, whether by lapse of time or by acceleration as herein provided or as may be provided in any note or other instrument evidencing the secured indebtedness or any part thereof, the Grantee may sell the said property for the purpose of paying the secured indebtedness, at public outcry before the courthouse door in the county in which said property or any part thereof is located, within the legal hours of sale on any day on which regular Sheriff's sales may be held, to the highest bidder for cash, after giving notice of the time, terms and place of such sale by advertisement once a week for four (4) weeks and if the security lies in more than one county, said sale may be advertised

(10) All powers herein created are irrevocable by death and are cumulative to all other powers and remedies of every kind for the collection of the secured indebtedness, or for the enforcement of this deed, and any and all such powers and remedies may be pursued consecutively or concurrently as the Grantee may see fit, whether inconsistent or not;

(11) Grantor warrants said property against claims of the grantor and against the claims of all other persons.

(12) The terms "Grantor" and "Grantee", wherever used herein, include the original parties hereto, and the heirs, successors, assigns, executors and administrators of said parties. Also wherever used herein the singular includes the plural and the plural the singular.

(13) In event of foreclosure by action of other litigation between the Grantor and Grantee involving said property Grantee shall be entitled to the appointment of a Receiver for the property as a matter of right.

(14) It is intended that Grantee have the first and superior title to said property and Grantee shall be subrogated to all rights, title, lien, equity, interest and powers of any and all persons, including Grantee and the State of Georgia and the United States, and their subdivisions that directly or indirectly receive all or any part of the proceeds of the secured indebtedness in settlement of liens or claims against said property or transfer of title thereto.

(15) The term buildings or other improvements wherever used herein include any and all buildings and other improvements now located on said property as well as any and all buildings and other improvements as may be hereinafter located thereon.

(16) As further security, Grantor hereby assigns Grantee all rents, issues and profits at any time accruing for said property, reserving only the right to collect same for his own use as long as he is not in default hereunder. In the vent of such default and during the existence of same, Grantee at its option may rent the property, and (by whomsoever rented) receive and collect all rents therefore. For such purposes, Grantee may enter upon the property as necessary, employ real estate or rental agents, and pay reasonable commissions for their services, all at Grantor's expense. And whether or not there is default hereunder, Grantee shall be entitled at its option to receive and collect all or any insurance proceeds payable by reason of loss or damage to said property, and all or any compensation payable for any taking or acquisition of said property or any part thereof by an authority exercising or threatening to exercise a power of eminent domain. Grantor hereby assigns to Grantee all such insurance proceeds and compensation.

(17) It is the affirmative intention of the Grantor and the Grantee to create and establish a perpetual or indefinite security interest in favor of Grantee in the real property conveyed hereby, pursuant to O.C.G.A. §44-14-80(a), and specifically to agree that title to the real property conveyed hereby shall not revert to the Grantor for a period of the later of: (i) twenty years from the date of this conveyance or seven years from the maturity of the indebtedness secured hereby, or (ii) the date determined in accordance with O.C.G.A. §44-14-80(b) or O.C.G.A. §44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed beyond the original maturity date thereof. In addition to all other covenants set forth herein, Grantor hereby agrees that the perpetual or indefinite security interest hereby established also secures all loans, whenever made and whatever form made, incident to the open end or other indebtedness provisions of this Indenture.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and its seal, this 30th day of June, 2003.

Signed, sealed and delivered in the presence of:

Lorraine Eldak

Witness Notary Public

Witness: *[Signature]*

LORRAINE ELDOK
Notary Public
Commissioner of Deeds, City of New York
No. 1-6419

Certificate Filed in New York County
Commission Expires on May 6, 2005

The undersigned Grantor hereby acknowledges receipt of an explanation of the rights if the Grantee is said deed to convey, and the undersigned Grantee hereby declares the entire debt secured thereby due and payable on terms stated in said deed and also hereby waives all notice of any such sale and any such declaration and all rights to any hearing prior to or as a condition to any such sale or declaration other than the publication provided in Paragraph 9 of said deed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and its seal, this 30th day of June, 2003.

Signed, sealed and delivered in the presence of:

Lorraine Eldak

Witness Notary Public

VRTX, INC.

By: *[Signature]*

Claude Simons, President

Attest: *[Signature]*

Carolyn J. Alvarez

(CORPORATE SEAL)

DARREL M. VERNON
ASSISTANT SECRETARY

VRTX, INC.

By: *[Signature]*

Claude Simons, President

EXHIBIT "A"

All that certain parcel of land, together with improvements located thereon, situate, lying and being in the, 1386th G.M. District of Treutlen County, Georgia, containing 6.22 acres, more or less, located on the Mount Vernon Highway in the City of Soperton, and more particularly described as follows:

BEGINNING at a point at the intersection of the southern right-of-way of Roydon Drive (60-foot right-of-way) and the eastern right-of-way of Sessions Street (60-foot right-of-way) and running thence along the southern right-of-way line of Roydon Drive, north 89 degrees 57 minutes east a distance of 463.0 feet to a point; thence leaving said right-of-way line and running along the western right-of-way line of Mount Vernon Highway (100-foot right-of-way) south 01 degrees 58 minutes east a distance of 604.20 feet to a point; thence leaving said right-of-way line and running south 85 degrees 14 minutes west a distance of 384.0 feet to a point on the eastern right-of-way line of Sessions Street; running thence along said right-of-way line north 12 degrees 30 minutes west a distance of 400.0 feet to a point; continuing thence along said right-of-way line north 03 degrees 23 minutes west a distance of 245.26 feet to the Point of Beginning, according to survey for "Co-ordinated Apparel Services Corporation" dated July 1, 1982, prepared under the seal and certification of Jimmy M. Bloodworth, Georgia Registered Land Surveyor No. 1828, said tract containing 6.22 acres, according to said survey.

LESS AND EXCEPT: That certain 0.0154 of an acre deed to the Department of Transportation for the right-of-way on 12/11/90, and recorded in Treutlen County Deed Book 68, page 319.

SUBJECT TO RESTRICTIVE COVENANTS AS FOLLOWS:

1. As a specific condition of this conveyance, the property shall be used for manufacturing purposes so long as there is an outstanding deed to secure debt to the Treutlen County Development Authority and/or assignees.
2. The Treutlen County Development Authority shall have the right of first refusal in the even VRTX, Inc. desires to sell this property.


.RIDER TO REAL ESTATE DEED TO SECURE DEBT
BETWEEN VRTX, INC., AS GRANTOR AND
TREUTLEN COUNTY DEVELOPMENT AUTHORITY, AS GRANTEE
AND TO PROMISSORY NOTE OF VRTX, INC., DATED JUNE 30, 2003

1. Modifying paragraph 9, the secured debt shall be assumable (and not due on sale) provided the GRANTEE and/or its assignees grant consent, which consent will not be unreasonably withheld.
2. Paragraph C(2), of the Real Estate Deed is amended to insert the words not to be “unreasonably withheld or delayed” after the last word in the sentence (i.e., after “Grantee”).
3. Paragraph C(3), of the Real Estate Deed is modified to provide that the borrower’s current insurance is acceptable to the lender.
4. Anything to the contrary notwithstanding , lender shall not demand payment upon the change of ownership pf more than twenty-five (25%) percent of the voting stock of the grantor corporation, if such ownership is passed by virtue of death or disability.
5. Anything to the contrary notwithstanding, the lender shall give grantor thirty (30) days written notice to cure any monetary default. As to non-monetary defaults, the grantor will be given ten (10) days written notice to cure, during which time grantor must commence curing and diligently pursue curing thereafter (i.e., if the non-monetary default cannot be cured in a ten day period, then grantor must continue to diligently pursue curing after the ten (10) day period expires and will then not be considered in default under this agreement).

7. Condemnation proceeds shall be fairly apportioned between grantor and grantee.
8. In the event of a conflict between this rider and the real estate deed and promissory note, the terms of this rider shall control.


Dated: June 30, 2003

VRTX, INC.

BY: 
Claude Simon, President

Attest:  DARRYL M. VERNON

ASSISTANT SECRETARY
TREUTLEN COUNTY DEVELOPMENT
AUTHORITY

BY: 
Chairman

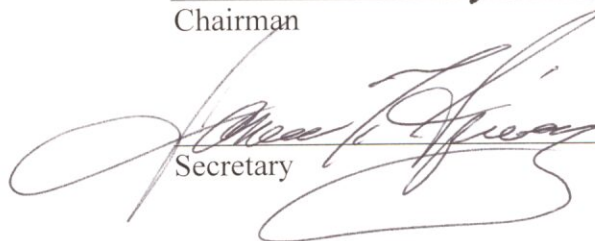

Secretary



EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Soperton, 1386th G.M. District, Treutlen County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the southern right-of-way line of Roydon Drive (60-foot right-of-way) and the eastern right-of-way line of Sessions Street (60-foot right-of-way) and running thence along the southern right-of-way line of Roydon Drive north 89 degrees 57 minutes east a distance of 463.0 feet to a point; thence leaving said right-of-way line and running along the western right-of-way line of Mount Vernon Highway (100-foot right-of-way) south 01 degree 58 minutes east a distance of 604.20 to a point; thence leaving said right-of-way line and running south 85 degrees 14 minutes west a distance of 384.0 feet to a point on the eastern right-of-way line of Sessions Street; running thence along said right-of-way line north 12 degrees 30 minutes west a distance of 400.0 feet to a point; continuing thence along said right-of-way line north 03 degrees 23 minutes west a distance of 245.26 feet to the Point of Beginning, according to survey for "Co-ordinated Apparel Services Corporation" dated July 1, 1982, prepared under the seal and certification of Jimmy M. Bloodworth, Georgia Registered Land Surveyor No. 1828, said tract containing 6.22 acres, according to said survey.

LESS AND EXCEPT: .0154 ACRES DEEDED TO THE DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ON 12/11/90 AND RECORDED IN TREUTLEN COUNTY DEED BOOK 68 PAGE 319.