

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

DONATIVE TRANSFER AGREEMENT

This DONATIVE TRANSFER AGREEMENT entered into this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Susan R. Wyatt (“Donor”) and the County of Wake (“County” or “Donee”), collectively referred to herein as “The Parties.”

WITNESSETH:

WHEREAS, the Donor has expressed a desire to voluntarily donate her family farm to the County, which includes approximately 59.32 acres of real property (subject to road right-of-way) located in the City of Raleigh, St. Matthews Township, commonly known as the Kellam-Wyatt Farm, and further identified by Wake County PIN # 1734324050 with a property address of 727 N. Rogers Lane, Raleigh, North Carolina 27610 (“Subject Property”), more particularly described in the attached *Exhibit A*; and

WHEREAS, the Donor’s transfer of the Subject Property is conditioned on conservation commitments and a lease-back arrangement of residential dwellings located on the Subject Property that have been negotiated with the County;

WHEREAS, the Subject Property and the County’s intended use of the Subject Property meet Wake County’s open space criteria and qualify for the use of funds from the Wake County Open Space Preservation Program; and

WHEREAS, subject to the other terms and conditions herein, the County agrees to pay for its due diligence and acquisition expenses and to reimburse the Donor for certain expenses associated with the closing and transfer of the Subject Property (the “Acquisition”); and

WHEREAS, the donation of the Subject Property shall fulfill the Parties’ desire to ensure conservation and preservation of its natural, scenic, forested, agricultural and open space condition, and the protection of water quality, prime agricultural soils, and relatively natural wildlife habitats for fish, wildlife, and plants and similar ecosystems located on the Subject Property.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Wake County and the Donor agree as follows:

**ARTICLE I**

**Purpose, Value of Donative Transfer, and Ownership**

1.1 Purpose. The purpose of this Agreement is to provide for the Acquisition of the Subject Property for the conservation of open space in Wake County. The Parties acknowledge that the

Subject Property is presently encumbered by a conservation easement which perpetually limits the development, use and disposition of the Subject Property. Nevertheless, it is contemplated that certain areas of the Subject Property are suitable for future *de minimus* recreational use by the public and continued agricultural uses, subject to the limits and conditions set forth in the Conservation Easement and this Agreement. A legal description of the Subject Property is attached hereto as *Exhibit A*.

1.2 Value of Donative Transfer. Kirkland Appraisals has conducted an appraisal of the Subject Property completed on February 17, 2018, based on an inspection date of January 26, 2018, which appraisal was updated on March 26, 2018 (the foregoing appraisal and all updates thereto are hereinafter referred to as the “Kirkland Appraisal”). The Kirkland Appraisal reflects a value of the Subject Property, subject to two Leases substantially similar to those attached here to as *Exhibits C* and *D*, to be \$619,160. The Kirkland Appraisal does not include a valuation of personal property (“Personal Property”) that Donor separately desires to donate to the County as part of this Agreement as detailed in the schedule attached hereto as *Exhibit B*.

1.3 Ownership. The County shall acquire fee simple title to the Subject Property, subject to the Conservation Easement granted to the City of Oaks Foundation recorded in Deed Book 15522, Page 2612, Wake County Registry (“Conservation Easement”), and other encumbrances as set forth in the that Commitment for Title Insurance issued by Chicago Title Insurance Company with Commitment Number 18-00241RA. All Personal Property transferred to the County pursuant to this Agreement shall be documented by a separate Bill of Sale, free of liens, security agreements, encumbrances, claims, demands, and charges created by Seller.

## **ARTICLE II**

### **Conditions of Donative Transfer & Consideration by County**

2.1 As a condition to Donor’s transfer of the Subject Property to the County, by execution of this Agreement, the Parties mutually agree as follows:

- a) At Acquisition, the County shall enter into a separate non-assignable, non-transferable Lease Agreement with Donor for the main residence located on the Subject Property in a form substantially similar to that attached hereto as *Exhibit C*.
- b) At Acquisition, the County shall enter into a separate non-assignable, non-transferable Lease Agreement with Donor’s stepdaughter, Leewyn Kellam, for the secondary residence located in the Subject Property in a form substantially similar to that attached hereto as *Exhibit D*.
- c) At or prior to Acquisition, the existing lease agreement between Sean Barker and Donor for the portion of the Subject Property known as “Farmstead Area 4” shall be terminated (“Barker Lease Agreement”). It is anticipated at Acquisition that the County will separately enter into an agricultural Lease Agreement with Mr. Barker upon terms and conditions satisfactory to the County and Mr. Barker and further conditions set forth in this Agreement. In the event an agricultural lease agreement is not successfully negotiated between the County and Mr. Barker, or the terms and conditions of the agricultural lease cannot be met by Mr. Barker to the satisfaction of the County, the

County shall have no obligation to enter an agricultural lease agreement as a condition of this Donative Transfer. The Donor shall deliver a Possession Affidavit at closing in accordance with Article III below.

- d) At Acquisition, the County shall enter into a License Agreement with Donor in a form substantially similar to that attached hereto as *Exhibit E*.
- e) At Acquisition, the County shall enter into a separate License Agreement with Donor's stepdaughter, Leewyn Kellam, in a form substantially similar to that attached hereto as *Exhibit F*.
- f) Upon Acquisition of the Subject Property, the County shall abide by all restrictions and provisions dictated by the aforementioned Conservation Easement.
- g) The County will not open the Subject Property to the public or otherwise invite the public to use the Subject Property so long as Donor is residing in the main residence, unless otherwise agreed to in writing.
- h) As formal recognition and appreciation of the donation contemplated herein, the Subject Property shall be named the "Kellam-Wyatt Farm Preserve."
- i) Donor shall be allowed to participate in the master planning efforts associated with future use of the Subject Property.
- j) The County has paid for its own survey fees, environmental assessment, dam inspections, and other due diligence costs. At Acquisition, the County shall pay the costs for title work, title commitment and policy premium, and recording fees.
- k) The County has paid the costs for Donor's appraisal. At Acquisition and subject to the funding disbursement provisions included herein, the County shall reimburse the Donor for all reasonable expenses associated with the County's Acquisition of the Subject Property, inclusive of attorney's fees and recording costs not otherwise the responsibility of the County. The County's reimbursement authorized herein is provided in consideration of the Donor's generous donation to the County of the real and personal property contemplated herein without a request for contribution by the County.

2.2 Donor agrees that any funds received from the County pursuant to this Agreement shall be exclusively related to the costs and expenses associated with the County's Acquisition of the Subject Property.

### **ARTICLE III**

#### **Conditions Precedent to Acquisition**

3.1 The County shall accept the donation of the Subject Property contemplated herein and disburse funds for the Acquisition of the Subject Property only after all of the following items have been delivered to and approved by the County as satisfactory in form and substance:

- a. Proposed Deed. A copy of the proposed General Warranty Deed of Gift (the "**Deed**") or other instrument of conveyance, which indicates the County's ownership and possession of fee simple title, free and clear of any liens, charges or encumbrances that would

materially affect the use of the Subject Property as set forth in this Agreement, but subject to 2018 and subsequent years ad valorem taxes; easements, restrictions and rights-of-way of record affecting the subject property; and pending sewer assessments.

- b. Bill of Sale. A copy of the proposed Bill of Sale or other instrument of conveyance, which indicates the County's ownership and possession, free of all liens, security agreements, encumbrances, claims, demands, and charges of every kind created by Seller, for all Personal Property made subject to this Agreement.
- c. Conservation Easement. The County shall be approved by the City of Oaks Foundation, as holder of the Conservation Easement, as an acceptable transferee/owner of the Subject Property.
- d. Title Insurance Binder. A standard ALTA title insurance binder issued by Chicago Title Insurance Company, with a policy to be delivered after closing, insuring the Donor as Owner of the Subject Property without exception as to matters of survey: (a) providing coverage for the full amount of the appraised value of the Subject Property as reflected by the Kirkland Appraisal; (b) including title exceptions; and (c) including insurance of all appurtenant easements, if any. The closing and/or title attorney shall provide this documentation to the Donor.
- e. Title Exceptions. Copies of all recorded documents creating exceptions to the Title Policy. The closing and/or title attorney shall provide this documentation to the Donor.
- f. Survey. A full-sized copy of a complete and accurate survey of the Subject Property made within 60 days prior to the Closing of the Acquisition. The survey shall depict a metes and bounds description. The survey shall be in accordance with the latest version of NCAC Title 21 Chapter 56.1600 "Standards for Practice of Land Surveying in North Carolina"; in particular Paragraph 21-56.1602(g). The survey shall depict any and all Property Identification Number(s) (PIN). The survey shall specify the length of any boundaries that the Subject Property shares with surface waters.
- g. Appraisal. Appraisal(s) of the value of the Subject Property to be purchased, satisfactory to the County, performed by an independent certified appraiser acceptable to the County. The Kirkland Appraisal satisfies this requirement.
- h. Environmental Report. A Phase 1 Environmental Site Assessment report regarding the environmental condition of the Subject Property, updated within sixty (60) days prior to Closing, satisfactory to the County. The Phase 1 Environmental Site Assessment shall be performed by a qualified consultant acceptable to the County and shall conform to the requirements of the latest version of ASTM Standard E-1527. The County reserves the right to require the Donor to remedy any concerns prior to tendering the funds for Closing.
- i. Dam. Evidence that the dam located on the Subject Property is in compliance with the North Carolina Department of Environmental Quality, Dam Safety Division. This condition has been satisfied by the Dam Inspection conducted by Alpha & Omega Group on behalf of the County.
- j. Taxes. Evidence that the ad valorem taxes have been paid through the year prior to the year in which the Acquisition is to take place under this Agreement, and information as to tax parcel identification numbers, tax rates, estimated tax values and the identities of the taxing authorities. The parties acknowledge that the Conservation Easement encumbering

the Subject Property has reduced the tax rate applicable to the Subject Property. The Parties acknowledge that the Subject Property shall be exempt from ad valorem taxation as of the date of conveyance to the County pursuant to G.S. 105-278.1. The County shall reimburse Donor for the estimated, pro-rated, ad valorem taxes for 2018, which shall be paid by Donor at closing. Further, the Parties acknowledge that the County's payment of the pro-rated 2018 ad valorem taxes shall not be construed as a release or refund of tax liability pursuant to G.S. 105-380 as said funds are only being reimbursed in consideration for the donation of the Subject Property received by the County in accordance with this Agreement.

- k. **Certificate of Insurance.** A certificate of insurance for all insurance policies required in the various Lease Agreements referenced herein, including any lease agreement for Farmstead Area 4. Coverages indicated on the certificates of insurance must be in force on the effective dates for the respective Lease Agreements.
- l. **Donor's Environmental Affidavit.** An affidavit signed and acknowledged by the Donor, that to the best of her knowledge without inquiry and investigation: (a) the Subject Property described herein is in material compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof, there are no hazardous materials, substances, wastes or other environmentally regulated substances, including, without limitation, any materials containing asbestos, located on, in or under the Subject Property or used in connection therewith, except as may be used for typical farming needs, and (c) as of the date hereof, there is no environmental condition existing on the Subject Property that may prohibit or impede use of the Subject Property for the purposes set forth in this Agreement. All of the foregoing is subject to matters that may be disclosed in the Environmental Assessment (if any). Said affidavit shall be delivered to the County prior to Closing.
- m. **Donor's Lien Affidavit.** A NCLTA Form 1 to be completed at Closing.
- n. **Leases & Memorandum of Lease.** Approved written lease agreements in form substantially similar to those attached hereto as *Exhibits C and D* and the lease agreement for Farmstead Area 4 to be executed by the County and all tenants at Closing. A Memorandum of Lease shall be recorded for any lease agreement executed at Closing.
- o. **License Agreements.** Approved written license agreements in form substantially similar to those attached hereto as *Exhibit E and F* to be executed by the County and Donor and Leewyn Kellam, respectively, at Closing.
- p. **Possession Affidavit.** An affidavit confirming that Donor has not entered into any lease agreements, written or oral, or licenses encumbering the Subject Property that will survive Closing, except those set forth in (n) and (o) above. Said Affidavit shall also include a certification that Donor has not executed any agreements related to agricultural activities occurring on the Subject Property, crops to be harvested, written or oral agricultural leases, right of entry, or right to harvest that may be exercised by any third party that survive Closing; provided that (i) it is expressly understood that Mr. Barker may have planted crops and otherwise conducted agricultural activities pursuant to his rights under the Barker Lease Agreement prior to Closing and that a right of entry may be necessary for the harvesting of any said crops; and (ii) beekeeping activities occur on the Subject Property, which may be continued by the County at its sole election pursuant to a separate written

license agreement with the beekeeper.

- q. Termination of Barker Lease Agreement. Donor shall provide evidence of termination of the aforementioned Barker Lease Agreement. In the event a new lease agreement for Farmstead Area 4 is not successfully negotiated between the County and Mr. Barker prior to closing, the Parties may elect to proceed with closing upon Mr. Barker's execution of a Lease Cancellation Agreement consenting to cancellation of the Barker Lease Agreement without right or recourse against the Parties for early termination and forfeiture of any crops remaining on the Subject Property or alternatively, a separately negotiated limited right of entry to be negotiated with the County for the sole purpose of harvesting crops which remain on the Subject Property.
- r. Closing Statement. A closing statement depicting all reasonable closing fees and expenses to be reimbursed or paid by the County at closing.

#### **ARTICLE IV**

##### **Conditions Precedent to Disbursement of Funds**

4.1 Before any funds are disbursed for the Acquisition of the Subject Property, the Donor, through her closing attorney, shall deliver to the County the following items:

- a. Authorization Documents. An executed Donative Transfer Agreement and evidence of satisfaction of all closing conditions and obligations set out in this Agreement.
- b. Commitment Expires after 1 year. The Conditions Precedent to Acquisition as set forth in Article III and Conditions Precedent to Disbursement as set forth in Article IV must be met within one year of the date of the last signature to this Agreement; or this Agreement and the commitment of Wake County outlined herein shall automatically terminate.

4.2 The County's obligations herein are expressly conditioned upon a determination by the County, prior to the Closing of the Acquisition, that the Subject Property is suitable for the purpose(s) for which this Agreement is made. In the event that the County determines that the Subject Property is unsuitable for the purpose(s) for which this Agreement is made, the County has the right to terminate this Agreement, at which time neither party shall have any further obligation to the other.

#### **Article V**

##### **Affirmative Covenants**

5.1 Non-Discrimination. The Subject Property is being acquired for potential future entry and use by the public, which shall be open to entry and use equally by all persons, regardless of race, color, creed, national origin, or residence, subject to reasonable published rules governing use of the Subject Property consistent with this Agreement.

5.2 Signage. The Donor agrees that the County may post visible signs (consistent with County's Open Space signage plan) along boundaries of the Subject Property that acknowledges the County's planned use of the Subject Property.

5.3 Closing Documentation. The Donor shall, within 30 days of the Closing, provide to the County copies of the recorded deed and all other documents contemplated by this Agreement and reasonably necessary to evidence Closing pursuant to the terms contained herein.

## **ARTICLE VI**

### **Representations and Warranties**

6.1 In order to induce the County to enter into this Agreement and to provide the funds as herein provided, the Donor makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Agreement and any other documents required hereunder, and any inspection or examinations at any time made by or on behalf of the County, through and including the date of Acquisition:

- a. No Actions. There are no actions, suits, or proceedings pending, or to the knowledge of the Donor threatened against or affecting the Donor before any court, arbitrator, or governmental or administrative body or agency, which might affect the Donor's ability to observe and perform her obligations under this Agreement.
- b. Validity of Documents. Upon execution and delivery of items required hereunder, this Agreement and the other documents and items required hereunder will be valid and binding agreements, enforceable in accordance with the terms thereof.
- c. Personal Property. Donor makes no warranty as to the condition of Personal Property made subject to this Agreement. Notwithstanding the above, Donor warrants and covenants that all said Personal Property listed in the attached Exhibit B is free of liens, security agreements, encumbrances, claims, demands, and charges of every kind created by Seller.
- d. No Untrue Statements. Neither this Agreement nor any information, certificate, statement, or other document furnished by the Donor in connection with this Agreement, contains any untrue statement of a material fact or omits disclosure of a material fact which affects the Subject Property, the Personal Property, the Conservation Easement or the ability of the Donor to perform this Agreement.
- e. Environmental Condition of Subject Property. The Donor warrants, represents and covenants to the County that to the best of her actual knowledge: (a) as of the date hereof, the Subject Property is in full compliance with all federal, state and local environmental laws and regulations; and (b) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Subject Property or used in connection therewith, and that there is no environmental condition existing on the Subject Property that may prohibit or impede use of the Subject Property for the purposes set forth in this Agreement, and the Donor will not allow such uses or conditions,

except as may be used in typical farming and subject to any matters that may be disclosed in the Environmental Assessment (if any); and (c) there are no environmental conditions that have been discovered by Donor since the performance of the Environmental Assessment that would adversely affect the intended use of the Subject Property.

- f. Access. There is legal public access to the Subject Property from a public roadway.
- g. Representation. The Donor further warrants that it has not relied on any statements or information obtained from the County with respect to legal or tax consequences associated with this transaction and that she has consulted with private legal counsel and tax advisors, or had the opportunity to do the same, prior to execution of this Agreement.

## **ARTICLE VII**

### **Events of Default**

7.1 The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default by the Donor of her obligations to the County and shall entitle the County to exercise all rights and remedies pursuant to Section 8.1 of this Agreement:

- a. Default in Performance. The default by the Donor in the observance or performance of any of the terms, conditions or covenants of this Agreement; provided, however, that no such default shall occur until the Donor has been given written notice of the default and the conditions constituting the default remain uncured at the expiration of the thirty (30) days period after the date of the notice.
- b. Misrepresentation. If any representation or warranty made by the Donor in connection with this Agreement or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

## **ARTICLE VIII**

### **Rights and Remedies of the County**

8.1 If an Event of Default shall occur, the County shall have the following rights and remedies, all of which are exercisable at the County's sole discretion, and are cumulative concurrent, and independent rights:

- a. Default Prior to Closing. If any Event of Default occurs prior to closing, the County may, at her discretion, suspend and/or terminate all obligations of the County hereunder.
- b. Default Subsequent to Closing. If an Event of Default occurs subsequent to Closing, the County may, at her discretion elect to suspend and/or terminate all obligations of the County hereunder and may request that the Donor refund to the County a sum equal to all monies previously paid to the Donor under this Agreement.
- c. Nonwaiver. No delay, forbearance, waiver, or omission of the County to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or



to constitute acquiescence therein. Every right, power and remedy given to the County may be exercised from time to time and as often as may be deemed expedient by the County.

## **ARTICLE IX**

### **Miscellaneous**

9.1 Modification. This Agreement may be rescinded, modified or amended only by written agreement executed by all parties hereto.

9.2 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the County and the Donor, and their respective successors and assigns. There shall be no third party beneficiaries to this Agreement.

9.3 Further Assurance. In connection with and after the disbursement of funds under this Agreement, upon the reasonable request of the other party, the parties hereto shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the requesting party or otherwise appropriate to carry out and effectuate the DONATIVE TRANSFER contemplated by this Agreement.

9.4 No Inducement/ Non-Representation. The Parties acknowledge that they have not relied on any representations other than those set out in this Agreement and that they are represented by separate legal counsel to which they have consulted. Donor expressly acknowledges that her decision to enter into this Agreement was without inducement by the County.

9.5 Assignment. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that prior to Closing, the Donor may not assign this Agreement or any of her rights, interests, duties or obligations hereunder or any funds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the County, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without which said consent shall be void. After Closing, and in the event that the Donor conveys her fee simple interest as may be permitted pursuant to the Agreement and the Conservation Easement, the Donor shall assign her rights, interests, duties and obligations hereunder to the grantee of her interest.

9.6 No Partnership, Joint Venture, or Agency. This Agreement shall not in any way be interpreted or construed as making the County a partner or joint venturer with the Donor, nor making the Donor an agent or representative of the County. The Donor agrees that neither it nor her agents or employees are or shall be agents or employees of the County. In no event shall the County be liable for debts or claims accruing or arising against the Donor.

9.7 Governing Law, Construction and Jurisdiction. This Agreement and the other Documents and all matters relating thereto shall be governed by and construed and interpreted in

accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only. The terms of this Agreement shall be construed according to their plain meaning, and not strictly construed for or against either party hereto. the Donor hereby submits to the jurisdiction of the State and Federal courts located in North Carolina and agrees that the County may, at her option, enforce her rights under this Agreement in such courts. The parties hereto intend this document to be an instrument executed under seal. The County and any party that is an individual, partnership or limited liability company hereby adopts the word "SEAL" following his/her signature and the name of the County or partnership or limited liability company as his/her/its legal seal.

9.8 Notices. All notices, requests or other communications permitted or required to be made under this Agreement or the other documents contemplated by this Agreement shall be in writing, signed by the party giving such notice to the address set forth below, and shall be given three (3) business days following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested, to the other party hereto at the address indicated below or such other addresses as such party may establish in writing to the other party in the manner provided hereunder for notices:

If to the County:

Wake County  
Parks, Recreation and Open Space Director  
P.O. Box 550  
Raleigh, NC 27602

If to the Donor:

Susan Wyatt  
731 N. Rogers Lane  
Raleigh, North Carolina 27610

9.9 Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Agreement.

9.10 Survivorship. Where any representations, warranties, covenants, indemnities or other provisions contained in this Agreement by its context or otherwise, evidences the intent of the parties that such provisions should survive the closing or termination of this Agreement, the provisions shall survive the closing or any termination. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that the provisions of Articles V, VI, VIII, and IX shall survive the Closing, as well as any termination of this Agreement.

9.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

[This space left blank intentionally.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal through their duly authorized representatives, to be effective the day and year first above written.

**COUNTY OF WAKE, NORTH CAROLINA**

By: \_\_\_\_\_  
David Ellis, Wake County Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Frank R. Cope, Community Services Director

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott W. Warren  
Wake County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Wake County Finance Director, or designee

**DONOR**

By: \_\_\_\_\_  
Susan R. Wyatt

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Donor

**Exhibit A**  
Legal Description

That certain tract or parcel of real property containing approximately \_\_\_\_\_, lying and being situated in Wake County, North Carolina, as more particularly described and depicted on that certain plat or map entitled “\_\_\_\_\_” completed by John Phelps, Registered Surveyor, on March \_\_\_\_, 2018.

**Exhibit B**

[Personal Property To be attached]

**Exhibit C**

[Wyatt Lease Agreement To be attached]

**Exhibit D**

[Kellam Lease Agreement To be attached]

**Exhibit E**

[Wyatt License Agreement To be attached]

**Exhibit F**

[Kellam License Agreement To be attached]