

2009013098

EASEMENT
RECORDING FEES

\$21.00

PRESENTED & RECORDED:
10-06-2009 11:45 AM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY

BK:DEED 535

PG:1-15

Prepared by and Return to:

MORTON & GETTYS, LLC
Attn: Joshua B. Vann, Esq.
334 Oakland Avenue
Post Office Box 707
Rock Hill, South Carolina 29731

EASEMENT, MAINTENANCE, AND COST SHARING AGREEMENT

THIS EASEMENT, MAINTENANCE, AND COST SHARING AGREEMENT ("Agreement") is entered into as of this 1st day of October, 2009 by and between SOUTHCROSS DEVELOPMENT GROUP, LLC, a South Carolina limited liability company ("Southcross"), and WALDA GLICK RHC, LLC, a South Carolina limited liability company ("Walda"), and shall inure to the benefit of and be binding upon the parties and their successors in interest and assigns in the manner set forth herein.

BACKGROUND STATEMENT

- A. Concurrently herewith, Southcross has conveyed to Walda a certain tract of land located along or near U.S. Highway 521, in Indian Land Township, Lancaster County, South Carolina, containing 2.070 acres, more or less, and being further described upon Exhibit A to this Agreement, attached hereto and incorporated herein by this reference ("Walda Tract").
- B. Southcross is the owner of the tract of land adjacent to the Walda Tract and being described upon Exhibit B to this Agreement, attached hereto and incorporated herein by this reference ("Southcross Tract").
- C. As a term and condition of the sale and conveyance of the Walda Tract to Walda, Southcross and Walda are obligated to enter into this Agreement to create and establish certain easements and certain maintenance and cost sharing obligations with respect to the Walda Tract and Southcross Tract.

NOW, WHEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties, intending to be bound hereby, agree as follows:

1. Incorporation of Recitals. The above preamble and Background Statement are incorporated herein by this reference as fully as set forth here verbatim, to the extent not inconsistent herewith.

2. Conveyance of Construction Easement. Subject to the terms, conditions, and certain rights of Southcross, set forth hereinafter, Southcross hereby grants and conveys to Walda, for the benefit of the Walda Tract, a non-exclusive right and easement ("Construction Easement") to enter upon such portions of the Southcross Tract as are shown as lying within the area labeled as "PROPOSED SHARED PARKING EASEMENT" upon Exhibit C to this Agreement ("Construction Easement Area"), attached hereto and incorporated herein by this reference, for the purpose of entering upon the Easement Area and constructing thereon a portion of the parking lot (such portion as is upon the Southcross Tract being the "Partial Parking Lot" and consisting of approximately 11,192 square feet), with the parking lot lying in part upon the Walda Tract and lying in part upon the Southcross Tract, all as shown upon Exhibit C, in accordance with the specifications of the Parking Lot Plans, including, without limitation, (i) grading, adding, or removing earth therefrom, in accordance with the specifications of the Parking Lot Plans, (ii) removing trees and brush therefrom, in accordance with the specifications of the Parking Lot Plans, (iii) installing curbing, guttering, and drainage systems thereon, in accordance with the specifications of the Parking Lot Plans, (iv) paving and striping the Partial Parking Lot, in accordance with the specifications of the Parking Lot Plans, and (v) installing landscaping and lighting thereon, in accordance with the specifications of the Parking Lot Plans. Walda covenants and agrees that it shall construct the Partial Parking Lot at its cost and expense (subject to Southcross's reimbursement obligations set forth elsewhere herein) and cause the same to be completed within three hundred sixty (360) days from the date hereof. Walda shall construct the Partial Parking Lot, or cause the Partial Parking Lot to be constructed, in accordance with the plans and specifications therefor generated by ESP Associates, PA ("Engineer"), such plans being dated 07/13/2009, and bearing job number XF11.400 ("Parking Lot Plans"). The Construction Easement shall encumber only that portion of the Southcross Tract lying within the Easement Area, and shall automatically expire and terminate upon the earlier of either (i) Walda's completion of the Partial Parking Lot, or (ii) the date which is one hundred eighty (180) days from the date of this Agreement. The parties acknowledge and agree that the Parking Lot Plans include the specifications for the construction of a dumpster pad and enclosure ("Dumpster Pad") upon the Dumpster Easement Area, and that such dumpster pad and enclosure shall be considered as a part of the Partial Parking Lot for purposes of Sections 2, 3 and 4 of this Agreement.

3. Southcross's Reimbursement Obligation. Prior to commencing construction of the Partial Parking Lot, Walda shall first bid the Partial Parking Lot to a list of contractors agreed upon in writing by Southcross and Walda, and shall submit its resulting preferred bid for the Partial Parking Lot to Southcross for its written approval. Upon written approval from Southcross, the preferred bid shall be accepted by Walda ("Bid"), and Walda's contractor ("Contractor") shall commence construction of the Partial Parking Lot in accordance with the Bid and the Parking Lot Plans. If, during the construction of the Partial Parking Lot, Contractor finds it necessary to deviate from the Bid, Walda shall first submit any such suggested deviations to Southcross of its review and written approval. Following the completion of the Partial Parking Lot and Engineer's certification to Southcross and Walda that the Partial Parking Lot has

been completed in accordance with the Parking Lot Plans, Walda shall submit a written request to Southcross for reimbursement to it by Southcross of one-half (1/2) of (i) the Bid amount, together with (ii) all deviations therefrom which have been approved by Southcross in accordance with this section. Such reimbursement request shall be accompanied by invoices from Contractor for (i) the Partial Parking Lot work performed pursuant to the Bid, and (ii) the work performed in connection with the approved deviations. In the event such invoices equal (i) the Bid amount, together with (ii) deviations therefrom approved by Southcross under this section, then Southcross shall pay to and reimburse Walda for one-half (1/2) of such amounts within twenty (20) days from Southcross's receipt of Walda's reimbursement request. However, in the event such invoices from Contractor for (i) the Partial Parking Lot work performed pursuant to the Bid, and (ii) the work performed in connection with the approved deviations do not equal, but are less than, the Bid amount plus the cost of the approved deviations therefrom, then Southcross shall pay to and reimburse Walda for one-half (1/2) of such lesser amount within twenty (20) days from Southcross's receipt of Walda's reimbursement request. Southcross's reimbursement obligations under this section shall constitute a lien and charge upon the Southcross Tract until Southcross has reimbursed Walda as required by this section. At Southcross's request, following such reimbursement, Walda shall file a notice in the Lancaster County, South Carolina, Clerk of Court's Office indicating that it has been fully reimbursed by Southcross as required by this section.

4. Southcross's Right to Complete Parking Lot. In the event that Walda has not completed the construction of the Partial Parking Lot by three hundred sixty (360) days from the date of this Agreement, Southcross may, at its option, but not obligation, submit written notice to Walda that it wishes to take over the completion of the Partial Parking Lot. Walda shall provide such notice to Contractor. Thereafter, in the event that the Partial Parking Lot has not been completed because Contractor has not performed in accordance with the Bid, then Southcross may, at its option, but not at its risk, terminate Contractor and engage another contractor to complete the Partial Parking Lot ("Southcross Contractor"). Upon such termination, Walda shall promptly pay Contractor for such portions of the Bid as have been completed and for such of the approved deviations (as that term is used in Section 3 above) as have been completed, and Southcross shall pay to and reimburse Walda for one-half (1/2) of such amounts within twenty (20) days after receipt from Walda of reasonable proof of Walda's payment of the foregoing amounts. Thereafter, Southcross shall cause Southcross Contractor, as soon as is reasonably possible, to complete the Partial Parking Lot in accordance with the Parking Lot Plans. Following the completion of the Partial Parking Lot by Southcross Contractor, Walda shall pay to and reimburse Southcross for one-half (1/2) of the costs and expenses incurred by Southcross in completing the Partial Parking Lot within twenty (20) days of a request from Southcross requesting such reimbursement accompanied by invoices evidencing such costs and expenses. Walda's reimbursement obligations under this section shall constitute a lien and charge upon the Walda Tract until Walda has reimbursed Southcross as required by this section. At Walda's request, following such reimbursement, Southcross shall file a notice in the Lancaster County, South Carolina, Clerk of Court's Office indicating that it has been fully reimbursed by Southcross as required by this section.

5. Creation of Cross Parking Easement. Southcross and Walda hereby declare, create, and establish a cross parking easement ("Parking Easement") upon the Southcross Tract and Walda

Tract. The Parking Easement shall be non-exclusive and perpetual in nature, shall benefit both the Walda Tract and Southcross Tract, and shall encumber only those portions of the Southcross Tract and Walda Tract upon which the Partial Parking Lot is situate ("Parking Easement Area"). Pursuant to the Parking Easement, Walda, Southcross, and their respective successors in interest, employees, guests, invitees, lessees, agents, and licensees, may park passenger motor vehicles upon the portions of the Partial Parking Lot designated for parking motor vehicles. Notwithstanding the foregoing, however, passenger vehicles having more than three (3) axles may not be parked within the Partial Parking Lot pursuant to the Parking Easement.

6. Conveyance of Dumpster Easement. Subject to the terms, conditions, and certain rights of Walda, set forth hereinafter, Walda hereby grants and conveys to Southcross, for the benefit of the Southcross Tract, a non-exclusive right and easement ("Dumpster Easement") to, through the Parking Easement Area, enter upon such portions of the Walda Tract as are shown as "PROPOSED 2-BIN DUMPSTER ENCLOSURE AREA" upon Exhibit C to this Agreement ("Dumpster Easement Area") for the purpose of placing dumpster thereon, and conducting such other activities thereon as are provided for by Section 7 below, and depositing trash and debris in such dumpsters as are located thereon from time to time, all in accordance with the terms hereof. The Dumpster Easement shall be perpetual in nature, shall only encumber that portion of the Walda Tract lying within the Dumpster Easement Area, and shall benefit the Southcross Tract.

7. Maintenance of Dumpster Service. The Dumpster Pad is designed to house two standard commercial dumpsters. Walda hereby grants and conveys to Southcross, for the benefit of the Southcross Tract, the right and easement to place, maintain, and service one (1) commercial dumpster upon the Dumpster Pad, and the Walda Tract shall have the right to place, maintain, and service the other dumpster which may be located upon the Dumpster Pad. Southcross and Walda may enter into contracts with third parties to place, maintain, and service such dumpsters as may be located upon the Dumpster Pad, provided, however, that Southcross and Walda shall each ensure that such contractors perform the same in accordance with this Agreement.

8. Walda's Obligation to Maintain Parking Lot Easement Area and Dumpster Easement Area. Walda shall, at its cost (subject to Southcross's reimbursement obligations set forth herein) and as a burden and obligation upon the Walda Tract, maintain the Parking Lot Easement Area and Dumpster Easement Area, and all improvements located thereon, including, without limitation, lighting, landscaping, paving, striping, curbing, and guttering, in a good, first class, and serviceable condition, which obligation shall include providing and paying for electrical service to such lighting and other improvements as are located thereon and require electrical service. Such costs and expenses as are incurred by Walda in connection with the foregoing shall hereinafter be referred to as the "Maintenance Costs". Within fifteen (15) days from the end of each Quarter (with a "Quarter" being defined as the period of time from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31 of each year), Walda shall submit to Southcross reasonable proof of the actual and reasonable Maintenance Costs incurred by it in the preceding Quarter, together with a request that Southcross reimburse Walda for one-half (1/2) thereof. Within twenty (20) days thereafter, Southcross shall reimburse Walda for one-half (1/2) of such Maintenance Costs. Southcross's reimbursement obligations hereunder shall be a lien and charge upon the Southcross Property.

In the event that Walda fails to maintain the Parking Lot Easement Area and Dumpster Easement Area as required by this section, Southcross, at its option and election, but not as its obligation, may elect to perform and complete any such maintenance. Upon the completion of any such maintenance by Southcross, Walda shall reimburse Southcross for one-half (1/2) of the cost thereof within twenty (20) days of written notice from Southcross. Walda's foregoing reimbursement obligation shall constitute a lien and charge upon the Walda Tract.

9. Drainage Easement. Subject to the rights of Southcross as set forth herein, Southcross hereby grants and conveys unto Walda, for the benefit of the Walda Tract, a non-exclusive and perpetual easement to (i) allow the Walda Tract to tie into such storm water drainage infrastructure as is located within the boundaries of the Walda Tract, and (ii) to drain, through such existing infrastructure, storm water from the Walda Tract and into the area located on real property owned by Southcross and located to the west of the Walda Tract shown and labeled as "Storm Water Quality Pond" on Exhibit C, such Storm Water Quality Pond being located upon Tract 2, as that tract is shown and described upon that certain plat of survey referenced in Exhibit A and Exhibit B to this Agreement and for such storm water drainage to then empty into such drainage infrastructure as the Storm Water Quality Pond empties into, attached hereto and incorporated herein by this reference. The drainage easement conveyed by this section shall automatically terminate at such time, if ever, as the Walda Tract includes on-site storm water drainage and detention structures approved by Lancaster County and the applicable governmental authorities.

10. Construction Access Easement. Subject to the rights of Southcross as set forth herein, Southcross hereby grants and conveys unto Walda, for the benefit of the Walda Tract, a temporary and non-exclusive construction access easement ("Access Easement") to provide ingress and egress to the Walda Tract for construction activities across the Southcross Tract. The Access Easement shall be no more than thirty feet (30') in width, and shall be located in such areas as are approved in writing, in advance, by Southcross, which approval shall not be unreasonably withheld (the "Approved Access Easement Area"). Walda may grade, remove rock, bushes, trees, and debris from the Approved Access Easement Area as is reasonably necessary to provide ingress and egress to the Walda Tract through the Approved Access Easement Area, but Southcross shall have the right to approve any of such proposed activities in advance and in writing. Southcross may direct that Walda relocate the Access Easement upon fifteen (15) days notice. Pursuant to a separate agreement executed between Walda and Southcross on even date herewith ("Post-Closing Work and Escrow Agreement"), Southcross has agreed to construct a paved road ("Road") providing access to the Walda Tract from nearby streets or roads. The Access Easement shall automatically expire and terminate upon the completion of the Road by Southcross, with such completion to be governed by the Post-Closing Work and Escrow Agreement. Upon the completion of the Road, Walda shall, upon ten (10) days request from Southcross, execute a recordable instrument indicating Walda's agreement that the Road has been completed and that the Access Easement has terminated, and record the same in the Lancaster County, South Carolina, real estate records.

11. Parties' Covenants. Southcross and Walda covenant and agree that for so long as the Construction Easement exists, neither party shall do nor permit anything to be done upon the

Construction Easement Area to unreasonably interfere with the use of the Construction Easement and Construction Easement Area as provided herein. Southcross and Walda covenant and agree that they shall neither do nor permit anything to be done within the Parking Easement Area or Dumpster Easement Area which would unreasonably interfere with the use of the Parking Easement and Parking Easement Area, and Dumpster Easement and Dumpster Easement Area, respectively, in the manner provided for herein. Southcross and Walda covenant and agree that neither shall (except to the limited extent necessary by Walda in fulfillment of its obligations under Section 8 above) alter or modify the Parking Lot Easement Area or Dumpster Easement Area without the recorded written consent of the other. Southcross (only as to the Southcross Tract) and Walda (only as to the Walda Tract) covenant and agree that the Southcross Tract and Walda Tract are free of encumbrances which would unreasonably interfere with the provisions of this Agreement, and that all consents or permissions which are necessary so as to allow this Agreement to be binding upon the parties and the Southcross Tract and Walda Tract have been obtained.

12. Creation of Liens. Southcross, in performing any act provided for or doing anything permitted hereunder, shall not allow any lien to arise against the Walda Tract as a result thereof. Walda, in performing any act provided for or doing anything permitted hereunder, shall not allow any lien to arise against the Southcross Tract as a result thereof. Each party covenants that it shall cause its contractors or agents, which perform on its behalf any action which it is granted a right to undertake hereunder, to be paid in a timely manner so that no lien may arise as to the other party by operation of law. If a party for whom work has been performed wishes to contest any claim made against it by any of its agents or subcontractors for work done to any part of the property of the other in accordance with this Agreement, it shall cause such claims to be bonded off through a bonding or insurance company licensed to do business in the State of South Carolina.

13. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with regard to the subject matter hereof, and may not be modified, altered, or terminated without a subsequent written agreement of the parties, or the then fee owners of the Walda Tract and Southcross Tract, recorded in the Lancaster County, South Carolina, Clerk of Court's Office.

14. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Walda Tract or Southcross Tract to the general public or for any public use or purpose whatsoever.

15. Applicable Law and Construction. This Agreement shall be governed by and construed under and governed by the laws of the State of South Carolina, without reference to conflicts of laws principles. This Agreement shall not be construed to prevent Southcross's, or its heirs, successors, or assigns, utilization (during the term thereof) of such portions of the Construction Easement Area, Parking Easement Area, or Dumpster Easement Area as are located upon the Southcross Tract, so long as such use does not conflict with this Agreement or unreasonably interfere with Walda's, or its successors or assigns, enjoyment and use thereof. This Agreement shall not be construed to prevent Walda's, or its heirs, successors, or assigns, utilization (during the term thereof) of such portions of the Construction Easement Area, Parking Easement Area, or Dumpster Easement Area as are located upon the Walda Tract, so long as

such use does not conflict with this Agreement or unreasonably interfere with Southcross's, or its successors or assigns, enjoyment and use thereof.

16. Nature of Agreement. This Agreement and the terms hereof create easements, obligations, and servitudes which shall run with the land, benefitting and burdening the Walda Tract and Southcross Tract in the manner set forth herein, and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of Walda and Southcross. Notwithstanding the foregoing (and excepting Walda's obligation to complete the Partial Parking Lot and Southcross's obligation to reimburse Walda therefor as set forth herein, which obligations shall survive any such conveyance and transfer), upon the conveyance and transfer by a party of either the Walda Tract or Southcross Tract, such party shall only be liable for obligations arising under this Agreement prior to the date of such transfer, which are then unperformed or unfulfilled, and which pertain to the tract so transferred, provided, however, that the tract so transferred or conveyed shall be obligated and bound as set forth herein, and that the transferee of such tract shall become personally obligated hereunder, upon such transfer, for the obligations under this Agreement arising after such transfer and during its term of ownership.

17. Indemnification. Each party, for and on behalf of itself, its heirs, successors and assigns (the "Indemnitor"), agrees to indemnify, defend and hold harmless the other party, and its heirs, successors and assigns (the "Indemnitee") from any loss, damages, cost and expenses, including court costs and reasonable attorneys' fees, incurred by any Indemnitee as a result of or related to (a) an Indemnitor's, or an Indemnitor's tenants, employee's, agent's, subtenant's, or contractor's, entry onto the real property of the other or the exercise of any rights set forth in this Agreement; (b) an Indemnitor's material breach of this Agreement.

18. Captions. The captions or headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

19. Mortgagees' Protection; Subordination of Liens. Violation of this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Southcross Tract or Walda Tract. Notwithstanding anything to the contrary contained elsewhere herein, any lien created hereunder shall be junior and subordinate to any such mortgage unless a suit to enforce the same shall have been filed in a court of competent jurisdiction prior to the recordation of such mortgage; provided, however, that any mortgagee in actual possession or any purchaser at any foreclosure sale shall be bound by and be subject to this Agreement as fully as any other owner of any part of the Walda Tract or Southcross Tract effective upon the date of acquisition.

20. Estoppel Certificates. Any owner of any part of the Walda Tract or Southcross Tract, upon ten (10) days from the request of any other owner thereof or mortgagee therein, shall provide to the requesting party an estoppel certificate stating (i) that this Agreement is in full force and effect, if this Agreement is then of full force and effect, or, if this Agreement is not then in full force and effect, the reason why the party believes this Agreement to not be in full force and effect, (ii) that there are no defaults hereunder, or, if the party believes there to be

defaults hereunder, then a statement of the events or occurrences which are believed to be defaults, and (iii) that all charges or payments required hereunder have been made to the date of the certificate, or, if all charges or payments required hereunder have not been made, then a statement of such charges or payments as are then due and have not been made. The requesting party shall be entitled to rely upon the content of any such estoppel certificate.

21. Mortgagee Consent and Subordination. South Carolina Bank and Trust is the owner and holder of a mortgage encumbering the Walda Tract, and Carolina First Bank is the owner and holder of a mortgage encumbering the Southcross Tract (such parties being collectively the "Mortgagees"). Mortgagees join in the execution hereof to consent to the terms and recordation of this Agreement and to subordinate all such rights and interests as they may have in the Walda Tract and Southcross Tract to this Agreement. The Mortgagees agree that they shall, at the request of either Walda or Southcross, but at no cost to the Mortgagees, execute and record such separate instruments as may be requested to effectuate and evidence the foregoing consent and subordination.

WHEREFORE, this Agreement is duly executed by and between Southcross and Walda as of this the day and year first appearing above, and Mortgagees join in the execution hereof for the limited purposes stated within.

SIGNATURE PAGES TO FOLLOW

WALDA:

WALDA GLICK RHC, LLC

BY: Rick Field

ITS: MEMBER

Keey Hie
Witness 1

Ms Act
Witness 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGEMENT

AFTER being duly sworn, personally appeared before me Rick Field, as the designated member of the within named Walda Glick RHC, LLC, who acknowledged that he, in such capacity and on behalf of the company, executed the within Agreement for the uses and purposes mentioned therein.

SWORN before me this 1st day of October, 2009

Mont
Notary Public for South Carolina
My Commission Expires: July 24, 2010
[SEAL]

REMAINING SIGNATURE PAGES TO FOLLOW

SOUTHCROSS:

**SOUTHCROSS DEVELOPMENT
GROUP, LLC**

Handwritten Signature
Witness 1

Handwritten Signature
Witness 2

BY: Handwritten Signature
ITS: MBR

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

ACKNOWLEDGEMENT

AFTER being duly sworn, personally appeared before me Ron Singer, as the Manager of the within named Southcross Development Group, LLC, who acknowledged that he, in such capacity and on behalf of the company, executed the within Agreement for the uses and purposes mentioned therein.

SWORN before me this 28th day of September 2009

Handwritten Signature
Notary Public for South Carolina
My Commission Expires: 06/10/2016
[SEAL]

REMAINING SIGNATURE PAGES TO FOLLOW

CAROLINA FIRST BANK JOINS IN THE EXECUTION HEREOF FOR THE USES AND PURPOSES MENTIONED WITHIN.

[Signature]
Witness 1

[Signature]
Witness 2

CAROLINA FIRST BANK

BY: Kerry Mast

ITS: Vice President

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

ACKNOWLEDGEMENT

AFTER being duly sworn, personally appeared before me Kerry mast, as the Vice President of the within named Carolina First Bank, who acknowledged that s/he, in such capacity and on behalf of Carolina First Bank, executed the within Agreement for the uses and purposes mentioned therein.

SWORN before me this 2nd day of Oct., 2009

[Signature]
Notary Public for South Carolina
My Commission Expires: _____
[SEAL]

SOUTH CAROLINA BANK AND TRUST JOINS IN THE EXECUTION HEREOF FOR THE USES AND PURPOSES MENTIONED WITHIN.

SOUTH CAROLINA BANK AND TRUST

BY: [Signature]

ITS: Senior Vice President

Meredith Cox
Witness 1

Shari Nelson
Witness 2

STATE OF South CAROLINA)
COUNTY OF York)

ACKNOWLEDGEMENT

AFTER being duly sworn, personally appeared before me John R. Pearson IV, as the Senior Vice President of the within named South Carolina Bank and Trust, who acknowledged that s/he, in such capacity and on behalf of South Carolina Bank and Trust, executed the within Agreement for the uses and purposes mentioned therein.

SWORN before me this 5th day of October, 2009

Shari Nelson
Notary Public for South Carolina

My Commission Expires: March 3, 2018

[SEAL]

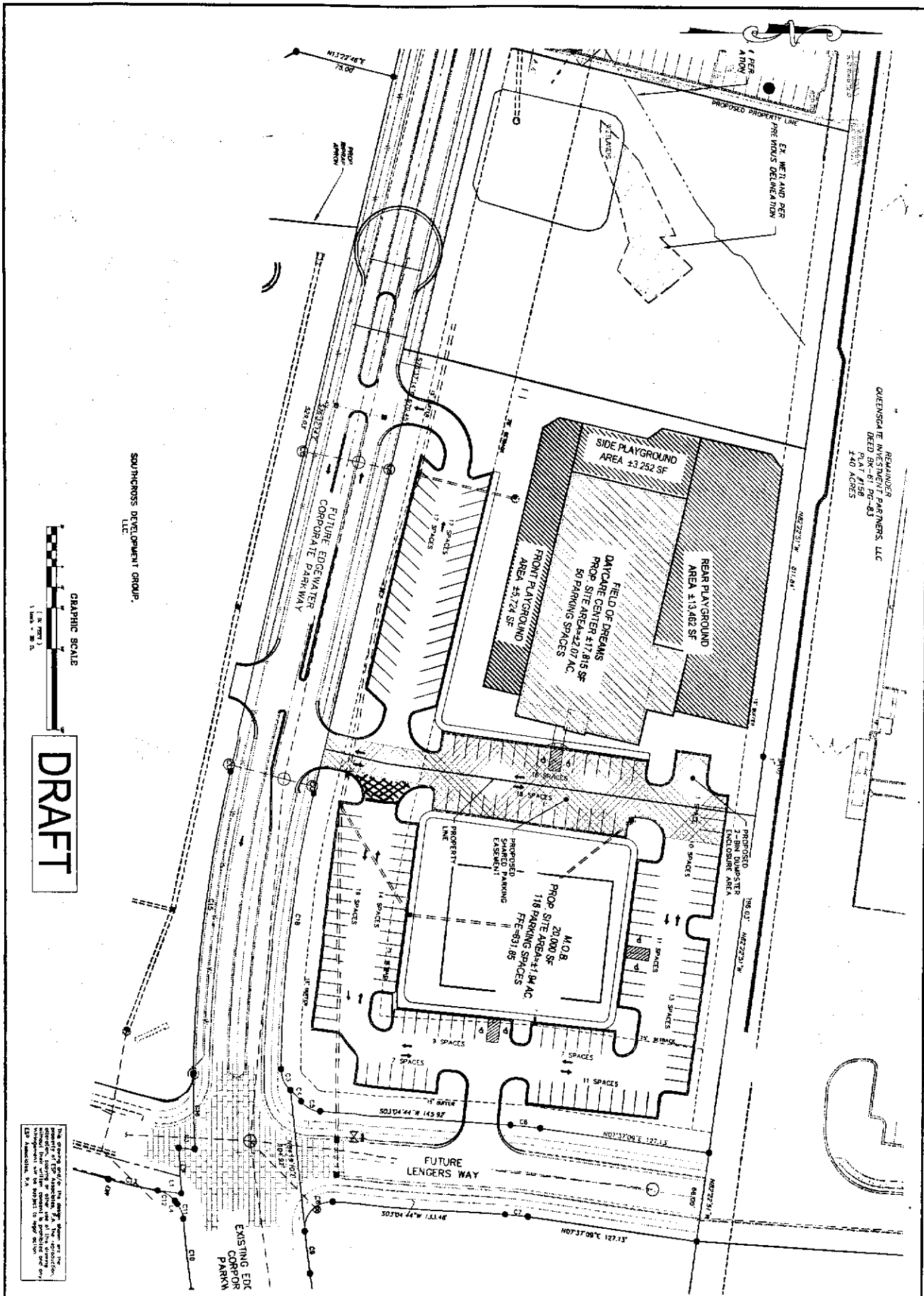
EXHIBIT A
Description of Walda Tract

ALL that certain piece, parcel or tract of land containing 2.070 acres, more or less, located in Indian Land Township, Lancaster County, State of South Carolina, shown as "Tract 3" on that certain plat of survey prepared by Michael S. Miller SCPLS, of ESP Associates, PA, for Southcross Management Group, LLC, entitled "Revised Subdivision Plat for Southcross Management Group LLC C/O Jason Tuttle", dated May 13, 2009 and bearing project number V125.900, such property having the following courses and distances according to said plat of survey: Proceeding from a #5 Rebar Found S. 82-23-12 E. for 582.14 feet along a tie-line to the POINT OF BEGINNING, thence S. 13-29-28 W. for 297.56 feet to a point, thence S. 76-37-21 E. for 301.46 feet to a point, thence N. 12-56-12 E. for 47.12 feet to a point, thence N. 07-38-03 E. for 279.36 feet to a point, thence N. 82-23-12 W. for a distance of 229.75 feet to the POINT OF BEGINNING. The aforesaid plat has been recorded or is being recorded in the Lancaster County, South Carolina, real estate records concurrently herewith.

EXHIBIT B
Description of Southcross Tract

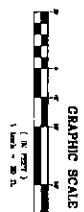
ALL that certain piece, parcel or tract of land containing 1.949 acres, more or less, located in Indian Land Township, Lancaster County, State of South Carolina, shown as "Tract 4" on that certain plat of survey prepared by Michael S. Miller SCPLS, of ESP Associates, PA, for Southcross Management Group, LLC, entitled "Revised Subdivision Plat for Southcross Management Group LLC C/O Jason Tuttle", dated May 13, 2009 and bearing project number V125.900, such property having the following courses and distances according to said plat of survey: Proceeding from a #5 Rebar Found S. 82-23-12 E. for 811.89 feet along a tie-line to the POINT OF BEGINNING, thence S. 07-38-03 W. for 279.36 feet along the common boundary with Tract 3 to a point, thence S. 76-37-21 E. for 34.17 feet to a point, thence running with a curve having a radius of 967.00 for an arc length of 208.20 feet (chord bearing S. 82-45-20 E., chord distance 207.80 feet) to a point, thence running with a curve having a radius of 20.00 for an arc length of 17.56 feet (chord bearing N. 65-26-25 E., chord distance 17.00 feet) to a point, thence running with a curve having a radius of 60.00 for an arc length of 11.35 feet (chord bearing N. 46-10-02 E., chord distance 11.33 feet) to a point, thence running with a curve having a radius of 20.45 for an arc length of 16.92 feet (chord bearing N. 27-36-32 E., chord distance 16.45 feet) to a point, thence N. 03-05-07 E. for 145.92 feet to a point, thence running with a curve having a radius of 283.00 for an arc length of 22.43 feet (chord bearing N. 05-21-19 E., chord distance 22.42 feet) to a point, thence N. 07-37-32 E. for 127.13 feet to a point, thence N. 82-23-12 W. for 251.99 feet to the POINT OF BEGINNING. The aforesaid plat has been recorded or is being recorded in the Lancaster County, South Carolina, real estate records concurrently herewith.

EXHIBIT C



REMAINDER PARTNERS, LLC
 QUEENSCAPE INVESTMENT PARTNERS, LLC
 DEED PLAT #118
 1.40 ACRES

SOUTHCROSS DEVELOPMENT GROUP, LLC



DRAFT

This drawing is not to be used for construction purposes without the approval of the engineer. The engineer's seal and signature are required for all construction drawings. The engineer's seal and signature are required for all construction drawings. The engineer's seal and signature are required for all construction drawings.

| NO. | DATE | REVISION | BY |
|-----|---------|----------|----|
| 1 | 1/15/18 | | |
| 2 | | | |

SHARD PARKING EXHIBIT
 SOUTHCROSS
 LANCASTER COUNTY SOUTH CAROLINA

SOUTHCROSS DEVELOPMENT GROUP, LLC
 448 LAKESHORE PARKWAY, SUITE 110
 ROCK HILL, SC 29150
 PHONE: (803) 266-1158
 FAX: (803) 228-1196

ESP Associates, P.A.
 103 Lee Road
 Columbia, SC 29204
 803-733-1000
 803-733-1001
 803-733-1002
 803-733-1003
 803-733-1004
 803-733-1005
 803-733-1006
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 803-733-1010