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This instrument was prepared by and should be returned to:

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TMS No.: 004200-03-072

STATE OF SOUTH CAROLINA)	DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (REMAINING LAND)
COUNTY OF LEXINGTON)	

NOTE TO RECORDER: THIS INSTRUMENT IS TO BE INDEXED UNDER THE NAME OF GEORGE ROBERT HENDRIX, JR., AS SUCCESSOR TRUSTEE OF THE TRUST UNDER THE WILL OF CARL O. HENDRIX DATED MARCH 25, 1957, LEXINGTON HENDRIX (E&A), LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND LEXINGTON HENDRIX REALTY (E&A), LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AS BOTH GRANTOR AND GRANTEE FOR INDEXING PURPOSES.

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (REMAINING LAND) ("ECR") is made effective as of January 12, 2010 (the "Effective Date") by and between GEORGE ROBERT HENDRIX, JR., as Successor Trustee of the Trust under the Will of Carl O. Hendrix dated March 25, 1957, ("Hendrix"), whose address is 1263 Robert Hendrix Road, Lexington, South Carolina, LEXINGTON HENDRIX (E&A), LLC, a South Carolina limited liability company ("E&A"), whose address is 1221 Main Street, Suite 1000, Columbia, South Carolina 29201 and LEXINGTON HENDRIX REALTY (E&A), LLC, a South Carolina limited liability company ("Realty"), whose address is 1221 Main Street, Suite 1000, Columbia,

South Carolina 29201 (E&A, Realty and Hendrix are collectively referred to herein as "Declarants" and individually as a "Declarant" as the reference shall make applicable).

RECITALS:

A. Hendrix is the current fee simple owner of the real property described on Exhibit B (the "Remaining Land");

B. Hendrix also is the current fee simple owner of Lots 1 and 2 shown the site plan attached as Exhibit A ("Site Plan"), which Lots are more particularly described by metes and bounds on Exhibit C. E&A is the current fee simple owner of Lots 4 and 6 shown the Site Plan and Realty is the current fee simple owner of Lots 3 and 5 shown on the Site Plan which Lots are more particularly described by metes and bounds on Exhibit C. Lots 1 through 6 are collectively referred to herein as the "Development". Lot 6 in the Development is referred to herein as the "Shopping Center", and each of Lots 1 through 5 are referred to herein as an "Outparcel"; and,

C. Declarants agree to establish certain easements over the Development and Remaining Land for the benefit of each parcel, and in some cases, the Declarants agree to impose certain covenants, conditions and restrictions affecting the Development and/or the Remaining Land, all as more particularly set forth in this ECR. The easements, covenants, conditions and restrictions under this ECR shall run with the land.

DECLARATION:

THEREFORE, in consideration of the foregoing recitals, the Declarants, for themselves, their respective successors, successors in title, and assigns, hereby declare, establish, grant, convey, reserve, impose, restrict and provide as follows:

1. **Recitals.** The above recitals are incorporated herein by reference.
2. **Definitions.** As used in this ECR, the following terms shall have the following meanings (in addition to any other terms defined in the above preamble, recitals or elsewhere in this ECR):

Access Drive – A paved driveway, which shall include, without limitation, the pavement and, to the extent provided, any traffic signage, sidewalks, irrigation systems, entrance features and driveway landscaping, landscaping islands, medians, sidewalks, cross-walks, lighting fixtures and lighting structures, utilities and related improvements and amenities existing from time to time with respect to the operation, lighting and/or use of such driveway within the Access Drive Area.

Access Drive Area – The area labeled "Access Drive Area" on the Site Plan, which Access Drive Area is more particularly described by metes and bounds on Exhibit D.

Anchor Storeroom – The space within the Shopping Center to be constructed and

designated as the "Anchor Storeroom" on the Site Plan.

Building – Any permanently enclosed structure placed, constructed or located on a Lot, which for the purpose of this ECR shall include any building appurtenances such as stairs leading to or from a door, canopies, supports, enclosed loading docks, and other outward extensions of such structure.

Detention Pond Easement Area -- The portion of the Remaining Land labeled as the "Detention Pond Easement Area" on the Site Plan and being more particularly described by metes and bounds on Exhibit F.

Detention Pond Outfall Easement Area – The portion of the Remaining Land labeled as the "Detention Pond Outfall Area" on the Site Plan, and being more particularly described by metes and bounds on Exhibit G.

Development – As defined in the above Recitals.

Expenses – All reasonable and competitive costs and expenses of every kind and nature paid or incurred by the Operator (or such other party performing the Upkeep responsibilities of Operator in accordance with the provisions of this ECR) in its reasonable discretion in the ordinary, normal course of Upkeep of the Access Drive and, if applicable, Upkeep of the Storm Water Facilities within the Detention Pond Easement Area under this ECR. "Expenses" shall include, but shall not be limited to, costs of supplies and materials; costs of equipping, cleaning, lighting, traffic control, resurfacing, resealing, and maintaining the Access Drive Areas; costs of labor and service/maintenance contracts; costs of equipping, cleaning, and maintaining all drainage structures, fencing and landscaping with respect to such easement areas; related legal and accounting costs in compliance with the law; fees for required permits (exclusive of the charges for initial installation or construction), property management fees not to exceed rates for comparable services by third parties at arms length for comparable properties, reasonable reserves, and costs of the Operator maintaining liability and casualty insurance consistent with the provisions of this ECR with regard to such areas. To the extent expenses or costs incurred relate in part to Access Drive Areas and/or Storm Water Facilities, as applicable, and in part to the Upkeep of other facilities or improvements in the Development, the Operator may in its reasonable discretion fairly allocate a portion of such expenses as "Expenses" attributable to the Upkeep of the Access Drive Areas and/or Storm Water Facilities from that of other facilities and improvements. The term "Expenses" shall not include the initial costs of construction or placing into service of any of the Access Drive or the Storm Water Facilities.

Floor Area -- The floor area calculated in square feet located in or appurtenant to Buildings, constructed or to be constructed on the Remaining Land, which Floor Area shall include, without limitation: the ground floor area within said Buildings; enclosed vestibules; exclusive passageways; basements; storage areas; mezzanines; outdoor garden shops; outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service; provided, notwithstanding the foregoing, the following areas shall be excluded from Floor Area: (i) areas utilized exclusively for drive through or walk-up take-out food or beverage service; (ii) sidewalk areas immediately adjacent

to such Buildings utilized for sales purposes provided pedestrian use of such sidewalk areas is not prohibited or provided such use is limited to not more than six (6) weeks per year in the aggregate; (iii) dumpster areas; and (iv) service vehicle parking areas and unenclosed loading areas; (vi) any multi-level storage system above the first floor; and (v) any unenclosed, restaurant seating area containing twelve (12) seats or less in the aggregate per restaurant occupant.

Landscape Plan – The landscape plan for the Detention Pond Easement Area attached hereto as Exhibit E.

Lot(s) – The Remaining Land, Shopping Center and each Outparcel are each deemed a separate “Lot” for all purposes under this ECR. The term “Lot” shall further include any other parcel of land created by the further subdivision or separate ownership of portions of the Remaining Land, Shopping Center and/or Outparcels, respectively.

Memorandum of Publix Lease – That certain Memorandum of Lease executed by E&A, as landlord, and Publix, as tenant, and recorded (or to be recorded) in the Office of the Register of Deeds for Lexington County, South Carolina in Book 4051 at Page 73 (failure to complete the recording information in the foregoing blank shall not affect the validity of this instrument and any party may complete same on any counterpart of this instrument).

Occupant -- Any person or entity from time to time entitled to the use and occupancy of any portion of a Lot, or Building improvement thereon, under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

Operator – The person or entity designated from time to time by the Shopping Center Owner to provide for the Upkeep of the Access Drive and the Storm Water Facilities. The person or entity designated as Operator shall serve in such capacity until the Operator is replaced or removed by the Shopping Center Owner or such person or entity resigns. The initial Operator shall be the Shopping Center Owner. In the case of any removal or resignation of an existing Operator, the Shopping Center Owner shall be responsible for acting as Operator until a replacement is designated. The Operator may not assign its obligations hereunder without the prior written consent of the Shopping Center Owner. With respect to any person dealing with the Operator, no assignment of the rights of Operator shall be effective as to any person dealing with the prior Operator without notice of the assignment unless such assignment is recorded in the applicable land records for the Development and written notice of such assignment has been given to such Owner.

Owner – The fee simple owner or owners (whether one or more) of any one or more of the Lots within the Development or within the Remaining Land, as the reference shall make applicable. Any grant of easements or other rights contained in this ECR that are granted for the benefit of an Owner shall be construed to mean that the grant is for the benefit of both the current Owner and any subsequent successor-in-title Owner; provided, the easements and rights granted shall only be exercisable by any particular Owner during the period that such Owner retains fee simple title to the applicable parcel. In the event the Development is owned by more than one Owner, then all notices to Owners in the Development shall be sent to the Shopping Center Owner on behalf of all Owners.

In the event the Remaining Land is owned by more than one Owner, then such Owners shall designate in writing by notice to Shopping Center Owner, one Owner or a single owners' association on behalf of all Owners to receive all notices to be given to any Owner of the Remaining Land. In the event Lot 6 is owned by more than one Owner, then such Owners shall designate in writing by notice to the Owner of the Remaining Land, one Owner or a single owners' association on behalf of all Owners to receive all notices to be given to the Shopping Center Owner (and in default of any such designation, each Owner of the Remaining Land (in the case of the Owners of the Remaining Land) and each Owner of Lot 6 (in the case of the Shopping Center Owner) shall be an agent of all other Owners of such applicable Lot for purposes of receiving notices and assessments under the provisions of this ECR).

Publix – Publix Super Markets, Inc., a Florida corporation, and its successors and assigns as tenant under the Publix Lease.

Publix Lease – The lease between E&A, as landlord, and Publix, as tenant, for the lease of the property described in the Memorandum of Publix Lease, as the same may be assigned, amended, modified, extended or renewed from time to time.

Remaining Land – As defined in the above Recitals.

Shopping Center – As defined in the above Recitals.

Shopping Center Owner – The Owner of Lot 6, as such Lot is described on Exhibit C.

Storm Water Agreement – Any storm water inspection agreement, covenants of permanent maintenance of stormwater ponds, or similar agreement, if any, required by Lexington County Public Works Stormwater Division in order to permit and approve the Storm Water Facilities in accordance with the Land Development Manual May 2008 or other applicable laws, rules, regulations or orders imposing requirements of Lexington County or other applicable governmental authority for private maintenance and operation of such Storm Water Facilities.

Storm Water Facilities – The storm water detention or retention pond and outfall improvements and drainage facilities and appurtenances for storm drainage constructed and operated by the Shopping Center Owner in the Detention Pond Easement Area in accordance with the provisions of this ECR. The term Storm Water Facilities also shall include the berms and banks of any detention pond facility, fencing, and all related improvements and appurtenances, and all grass and landscaping maintained with respect to such area.

Upkeep – Operation, supervision, maintenance, upkeep, repair and replacement.

3. Access Easements. Subject to the provisions of this ECR, E&A declares, grants, bargains, sells, aligns, conveys, reserves, imposes and confirms unto the Owner of the Remaining Land, its successors, successors-in-title and assigns, perpetual, non-exclusive easements, over, under, across and upon the Access Drive Area, which easements shall be appurtenant to and running

with and for the benefit of the Remaining Land, for the following purposes: (i) construction, installation, and Upkeep of an Access Drive and for establishing and Upkeep of curb cuts from and between the Remaining Land and the Access Drive; and (ii) ingress and egress for vehicular and pedestrian traffic (but not for parking), respectively, over and across the paved drives and sidewalk areas within the Access Drive, for the purpose of access, ingress and egress to, from and between the Remaining Land and U.S. Highway 378. Notwithstanding the foregoing, except for construction, installation and Upkeep of an Owner's own curb cuts onto the Access Drive, no Owner shall exercise any right to construct, install, or perform Upkeep of the Access Drive under the foregoing easement grant except in the case the Shopping Center Owner, Operator or other party charged by Shopping Center Owner with such construction, installation, or Upkeep fails to do so in accordance with the provisions of this ECR, and, only then, in accordance with plans for such work approved by the Shopping Center Owner and after at least 30 days prior written notice to Operator. No medians, curbs, islands or similar improvements impeding the flow of vehicular and pedestrian traffic shall be maintained which would prevent curb cuts and access between the Remaining Land and the Access Drive Area and the Access Drive Area shall not be relocated without the consent of the Owner of the Remaining Land. Notwithstanding any provision herein to the contrary, the Shopping Center Owner may prohibit use of the Access Drive for access by farm equipment and vehicles conducting farming or agricultural operations. The Shopping Center Owner shall have a temporary construction easement over, under, upon and across the Remaining Land as reasonably required for the installation, construction and Upkeep of the Access Drive. The Access Drive shall be maintained as a private road and Lexington County shall have no responsibility for Upkeep or the Access Drive.

4. Easements for Storm Water Facilities.

4.1 Subject to the provisions of this ECR, Hendrix declares, grants, bargains, sells, aligns, conveys, reserves, imposes and confirms unto the Owners of each Lot in the Development, respectively, their respective successors, successors-in-title and assigns, perpetual easements, over, under, across and upon (i) the Detention Pond Easement Area for the purpose of constructing, installing, using and providing for Upkeep of a storm water pond retention and detention facility, including, without limitation, a detention pond basin, berms, rip-rap, landscaping, fencing and other detention related facilities and appurtenances, within such area; and (ii) the Detention Pond Outfall Easement Area for the purpose of providing for the outfall and dispersion of storm water from detention and retention facilities located within the Detention Pond Easement Area upon, onto, through and across the Remaining Land, including, without limitation, the right to maintain the grade, install rip-rap or other sediment control measures, ditch and/or remove any obstructions that may affect such outfall and dispersion of storm water within the Detention Pond Outfall Easement Area. Subject to the provisions of this ECR, Hendrix declares, grants, bargains, sells, aligns, conveys, reserves, imposes and confirms unto the Shopping Center Owner, its successors, successors-in-title and assigns, temporary easements for access, ingress and egress and construction over, under, upon and across the Remaining Land within the area twenty-five (25) feet distant from the boundary of the Detention Pond Easement Area for the purpose of installation, construction and staging for construction of detention and retention pond facilities within the Detention Pond Easement Area (including the right to make minor changes in grade and slopes within such temporary easement area and to establish a drainage channel for outfall of storm water from the Detention Pond Easement Area). The Shopping Center Owner shall restore such temporary easement

areas as nearly as practical (without affecting the purpose for which such easement was granted in order to establish grades and slopes, etc.) to the original condition after completion of such construction activities within the temporary easement areas. Upon construction of the Storm Water Facilities, the Detention Pond Easement Area shall be landscaped in a manner substantially as shown on the Landscape Plan in order to screen such area from the Remaining Land and the Shopping Center Owner shall not modify such Landscape Plan for the Detention Pond Easement Area in a manner that will result in materially less screening of such area from the Remaining Land without the consent of the Owner of the Remaining Land, such consent not to be unreasonably withheld, conditioned or delayed. Upon request by the Shopping Center Owner, the Owner of Remaining Land, at no cost or expense to such Owner, agrees to join in execution of such permit applications and other documents as may be reasonably required in order for Shopping Center Owner to permit and construct the Storm Water Facilities.

4.2 In connection with the development or redevelopment of the Remaining Land, the owner of the Remaining Land may, at its option, construct improvements within, and may relocate or pipe underground, the outflow of storm water across the Detention Pond Outfall Easement Area in a manner that will not adversely affect the outfall flow of stormwater from the Storm Water Facilities in the Detention Pond Easement Area in accordance with the design thereof by the Shopping Center Owner, and, in such case, the foregoing permanent outfall easement shall be limited to a right to discharge stormwater into such facilities and improvements constructed by the Owner of the Remaining Land to service such outflow; provided, that such facilities are sufficient to accommodate such outflow at all times. The Shopping Center Owner shall have the right to reasonably review and approve any plans for relocation or piping of the outflow of stormwater across the Remaining Land prior to any such work being performed. In the event the Owner of the Remaining Land elects to construct such improvements to alter the outfall as constructed by the Shopping Center Owner, then the Owner of the Remaining Land shall be solely responsible for all Upkeep of such improvements in order to maintain same in good and working order and condition at all times.

4.3 Hendrix reserves, as the Owner of the Remaining Land, the right to tie into the Detention Pond Easement Area in the future in order to expand such area within the balance of the Remaining Land to provide for the retention or detention of storm water for the balance of the Remaining Land or portions thereof; provided that any such tie-in or expansion shall not reduce the capacity of the Detention Pond Easement Area below that required to service the Development as such Development is intended to be constructed upon full build out and with the maximum impervious area permitted for the Development. The plans and specifications, work plan and contractor for any such tie in or modifications to the Storm Water Facilities in the Detention Pond Easement Area (or expansion of such facilities onto the Remaining Land) shall be subject to the approval of the Shopping Center Owner, such approval not to be unreasonably withheld. The Owner of the Remaining Land shall be solely responsible for all costs and expenses incurred in connection with constructing such tie in or modifications.

4.4 If Hendrix should choose to tie-in to or expand the Detention Pond Easement Area to accommodate future development of the balance of the Remaining Land, then to the extent Lexington County agrees to accept the dedication and Upkeep of such facilities upon terms reasonably acceptable to the Shopping Center Owner, then the Detention Pond Easement Area will

be conveyed or dedicated to Lexington County by the parties for use as a detention pond facility to service the Development and Remaining Land.

5. Nature of Easements, Covenants, Conditions and Restrictions Granted; No Public Use and Dedication.

5.1 Generally. The easements, covenants, conditions and restrictions granted in this ECR shall constitute appurtenant easements, covenants, conditions and restrictions running with the land. The easements, covenants, conditions and restrictions are intended to be commercial in nature and are expressly assignable to successors-in-title to the benefited Lots within the Development and/or Remaining Land. Any grantee accepting any conveyance of title to any Lot in the Development or to any portion of the Remaining Land shall be deemed to have accepted title subject to a reservation of all easements, covenants, conditions and restrictions imposed against such grantee's Lot or portion of the Remaining Land under this ECR and, in order to confirm same, any such grantee shall further be deemed to have joined as grantor (and upon request of any Owner, agrees to joint in instruments of further assurance) for purposes of confirming and granting all of the easements, covenants, conditions and restrictions imposed under this ECR against such grantee's Lot or portion of the Remaining Land for the benefit of all Lots in the Development and/or the Remaining Land, as applicable.

5.2 No Rights Granted in Public. The creation of easements, covenants, conditions and restrictions pursuant to this ECR does not create rights in the public at large.

5.3 SCDOT Right-of-Way. In addition to the easements granted under Sections 3 and 4 above, upon request by Shopping Center Owner and, if required by the South Carolina Department of Transportation ("SCDOT"), then the Owner of the Remaining Land agrees to grant (i) SCDOT a right-of-way not wider than ten (10) feet along Charter Oak Road, as required by SCDOT for approval of any development plans and access permits for the Shopping Center; and (ii) grant the Shopping Center Owner or SCDOT (as necessary and applicable), a temporary grading and slope easement not wider than fifteen (15) feet across the frontage of the Remaining Land along Charter Oak Road and Highway 378 as required by SCDOT for any road improvements necessary for approval of any development plans and access permits for the Shopping Center; provided, however, the Shopping Center Owner shall repair any damage caused as a result of the Shopping Center Owner's exercise of the temporary easement right provided for above, and shall return such easement areas to substantially the same condition before such party's exercise of the temporary easement rights, subject to necessary grading, drainage and slope improvements; said improvements shall not prevent future Highway 378 access approval from SCDOT upon request by the Owner of the Remaining Land. The Owner of the Remaining Land approves the form of SCDOT drainage easement attached hereto as Exhibit I and agrees not to unreasonably withhold, condition, or delay execution and delivery and recordation of such form of easement (or an alternative form of easement as may be required by SCDOT provided such form is reasonably acceptable to the Owner of the Remaining Land).

6. Remaining Land Use Restrictions.

6.1 No portion of the Remaining Land shall be used, operated, or leased, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.) for any of the following purposes or uses (collectively, the "**Restricted Super Market Uses**"):

- (i) to engage in the retail sale of groceries and other products typically offered for sale in a grocery supermarket;
- (ii) to operate a grocery supermarket, bakery, delicatessen, and/or fish market;
- (iii) to sell drugs or other products which are required by law to be dispensed by a registered pharmacist, even though such pharmacist may not be required to be present for delivery of such products; or
- (iv) to engage in retail sales of items of food for "off-premises" consumption;

provided, the foregoing Restricted Super Market Uses shall not prohibit an Occupant of the Remaining Land from engaging in the operation of any of the uses or businesses listed on Exhibit "H" attached hereto and incorporated herein. Further, notwithstanding any provision above to the contrary, the foregoing Restricted Super Market Uses also shall not apply to or restrict any Occupant, now or in the future, occupying a storeroom premises of 50,000 square feet or more of Floor Area on such Remaining Land from operating for such Restricted Super Market Uses within such storeroom provided that such Occupant does not operate for the retail sales of items of food for "off-premises" consumption in a sales area exceeding the lesser of 15,000 square feet of Floor Area or ten (10%) percent of such user's total Floor Area of such Occupant (inclusive of $\frac{1}{2}$ of the aisle space adjacent to any such display area for the sale of such items).

6.2 In addition to the restrictions for the Restricted Super Market Uses as set forth above, but subject to the next paragraph, no portion of the Remaining Land shall be used, operated, or leased for any of the following purposes or uses ("**Prohibited Uses**"):

- any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining Occupants in the Development or any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; dry cleaning plant (other than a pick-up/drop-off facility); cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; adult entertainment facility; gymnasium; health spa (other than an "upscale" health spa such as Spa Sydell or Natural Body not exceeding 4,000 square feet of Floor Area); massage parlor; a bar (a restaurant where sales of beer, wine and liquor do not exceed fifty (50%) percent of gross sales of food items shall not be considered a bar for purposes of this restriction); off track betting operation; adult book store or an adult video book store or any business engaged in selling, leasing, or exhibiting pornographic or indecent materials or the exhibits of pornographic or indecent performances; provided, this provision shall not be construed to prohibit the sale of adult magazines and materials by a business whose primary business purpose is not devoted to the sale of sexually oriented materials; strip club, night club, discotheque or similar adults only establishment or adult entertainment facility; any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia; any pawn shop or tattoo parlor; a so-called "head shop", funeral parlor, flea market, bingo parlor, game of chance business (exclusive of the sale of lottery tickets); cafeteria; dollar store (except a dollar store shall be permitted as long as such dollar store does not sell perishable goods typically sold in a grocery supermarket, and provided further, the Floor Area of such dollar store devoted to the sale of food items typically sold in a grocery supermarket shall not exceed 2,000 square feet (inclusive of $\frac{1}{2}$ of the aisle space adjacent to any such display for the sale of such items)); any use (such as a church or a school) that would be in such

proximity to the Development so as to affect the ability for the owner or occupant of the Development to obtain a permit to sell wine, beer or alcohol in connection with the operation of restaurants, grocery stores, or package stores; an operation primarily used as a warehouse operation or an assembling or manufacturing operation and any distilling, refining, smelting, agricultural, or mining operation; any industrial use; processing or rendering plant; any dumping, disposing, incineration or reduction of garbage (other than ordinary commercial dumpsters appropriately screened from view for the temporary disposal of garbage to be hauled off of the Remaining Land on a regular schedule); a mobile home, trailer court, labor camp, junkyard or animal stock yard; provided temporary construction trailers during construction periods is permitted; or flea market.

Notwithstanding any provision above to the contrary in this Section 6.2, the restrictions on use of the Remaining Land for a cinema or theater; skating rink; bowling alley, health spa, gymnasium, pinball or electronic game room and cafeteria shall not apply to or restrict use of any Building improvements located on the Remaining Land which may otherwise be restricted pursuant to the terms and provisions of the preceding paragraph where such Building improvements containing such uses are located more than 500 feet from the nearest demising wall of the Anchor Storeroom (for avoidance of doubt, the fact that parking and common area supporting such uses on the Remaining Land may be within such 500 feet restricted area shall not constitute a violation of said restriction as long as the Building improvements containing such uses are outside of such 500 feet restricted area).

6.3 In addition, no other Building Floor Area within the Remaining Land within 400 feet of the Anchor Storeroom (which distance shall be measured from the Anchor Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Anchor Storeroom (for avoidance of doubt, the fact that parking and common area supporting such uses may be within such 400 feet restricted area shall not constitute a violation of said restriction as long as the Building improvements containing such uses are outside of such 400 feet restricted area)) shall be used for a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's).

6.4 Any Buildings or other improvements (including pylon or monument signs) constructed on the Remaining Land shall not materially interfere with or alter the visibility (viewed from the Highway 378 fronting the Development) of and public access to the Development or the visibility (viewed from the Highway 378 fronting the Development) of any Development pylon or monument signage. No telecommunications towers shall be located on the Remaining Land.

6.5 Any Building constructed on outparcels located on the Remaining Land that are within 250 feet of the boundary of the Development ("Adjacent RL Outparcels") shall comply with the following additional restrictions:

6.5.1 The Floor Area of any Building constructed on an Adjacent RL Outparcel shall not exceed the lesser of (i) 25% of the total land area of such Adjacent RL Outparcel; or (ii) the maximum amount of Floor Area that can be constructed to the extent that such Outparcel can continue to independently provide within the boundaries of such Adjacent RL Outparcel the number and size of on-grade, stripped hard surface automobile parking spaces required by all applicable

rules, regulations, ordinances, and laws and as required to comply with the parking requirements of this ECR;

6.5.2 Each Adjacent RL Outparcel shall at all times independently contain within such Adjacent RL Outparcel not less than 5 parking spaces (each having a minimum width of nine (9) feet) per 1,000 square feet of Floor Area located within such Adjacent RL Outparcel; provided: (i) if any Adjacent RL Outparcel shall contain a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's that is less than 10,000 square feet of Floor Area, or a restaurant of any kind that is greater than 5,000 square feet but less than 10,000 square feet of Floor Area, then such Adjacent RL Outparcel shall contain an additional 5 parking spaces per 1,000 square feet of Floor Area; and (ii) if any Adjacent RL Outparcel shall contain a restaurant of any kind that is equal to or greater than 10,000 square feet of Floor Area then such Adjacent RL Outparcel shall contain an additional 10 parking spaces per 1,000 square feet of Floor Area. All rules, regulations, ordinances, or laws relative to parking requirements shall be complied with by providing the requisite size and number of on-grade parking spaces within the boundaries of said Adjacent RL Outparcels, without reduction in such size and number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances, or laws by the governmental authority having jurisdiction thereof. Furthermore, the provisions of all applicable rules, regulations, ordinances, and laws to the contrary notwithstanding, the Floor Area of any Building constructed on an Adjacent RL Outparcel shall also be deemed to include outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take-out food or beverage service).

6.5.3 No more than one Building shall be constructed on any Adjacent RL Outparcel and said Building shall accommodate only one (1) business operation therein, provided that this restriction shall not prohibit typical co-branding operations of the kind typically found in the state where the Shopping Center is located.

6.5.4 No Building on an Adjacent RL Outparcel shall exceed one story in height. No Building, sign or other structure on an Adjacent RL Outparcel shall exceed twenty-five (25) feet in height;

6.5.5 Each Building shall comply with all governmental rules, regulations, ordinances, and laws;

6.5.6 Any pylon or monument signs erected or constructed on the Adjacent RL Outparcels shall not obstruct visibility of the Anchor Storeroom or the pylon or monument sign identifying the Shopping Center or Occupant of the Anchor Storeroom;

6.5.7 "Reader board" type signs and billboards shall be prohibited on an Adjacent RL Outparcel;

6.5.8 In the event any improvements located on any Adjacent RL Outparcel shall be damaged or destroyed, and in the event the Owner or Occupant of such Adjacent RL Outparcel elects not to repair or restore such improvements, the Adjacent RL Outparcel Owner shall promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain any such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with such site improvements on the Development.

7. Maintenance.

7.1 Generally. At all times during the term of this ECR after initial construction of such improvements, except as otherwise provided below, the Operator shall be solely responsible for all Upkeep of the Access Drive and for Upkeep of Storm Water Facilities located from time to time within the Detention Pond Easement Area. Such facilities shall be kept in good working order and condition in compliance with the requirements of all applicable governmental laws, rules, regulations, orders and requirements and any Storm Water Agreement, if applicable.

7.2 Assessment for Upkeep. The Owner of the Remaining Land shall reimburse the Operator for such Owner's Percentage Share of (i) all Expenses incurred in Upkeep of the Access Drive and, if applicable below, the Storm Water Facilities, including, maintenance of liability and property casualty insurance for such areas, and (ii) an administrative fee of fifteen (15%) percent of such Expenses (excluding utility charges and insurance premiums). The term '**Percentage Share**' as used in this ECR shall be calculated by multiplying the applicable Expense for the calendar year, or fraction thereof, then under consideration, by a fraction, determined as follows: (i) with respect Expenses for Upkeep of the Access Drive, the numerator of which shall be the number of gross square feet land area in all Lots within the Remaining Land obligated to contribute to such assessments and the denominator of which shall be the aggregate number of gross square feet of land area in the Lots in the Development and Remaining Land combined obligated to contribute toward such assessments; and (ii) with respect to Expenses for Upkeep of the Storm Water Facilities, the numerator of which shall be the number of gross square feet of water shed land area in the Remaining Land draining into the Storm Water Facilities and the denominator of which shall be the aggregate number of gross square feet of water shed land area in the Development and Remaining Land combined draining into such facilities. For purposes of clause (i) above, each Lot in the Development or Remaining Land, respectively, shall be obligated to contribute to such assessments from and after the earlier of the date that (i) an Owner or Occupant of any Lot shall be issued a certificate of occupancy (permanent or temporary) or equivalent, to occupy any Building constructed on a Lot; or (ii) a business is otherwise open and operating on a Lot (or a Lot is utilized as parking areas or other supportive facilities for any such business operation); and such obligation shall continue thereafter throughout the term of this ECR and whether or not any such business shall subsequently cease to operate on such Lot.

7.3 Upkeep by Remaining Land Owner. In the event Operator shall fail to perform such Upkeep obligations to the Access Drive or, if applicable, the Storm Water Facilities, then, upon thirty (30) days prior written notice to the Shopping Center Owner of such failure, the Owner of the Remaining Land may perform such Upkeep obligations unless the Operator or Shopping Center Owner commences to perform such required Upkeep and to diligently complete same in a reasonable

time after such notice. The Shopping Center Owner shall reimburse the Owner of the Remaining Land for all reasonable and documented Expenses incurred by such party in performing Upkeep under the preceding provision less the Remaining Land Owner's Percentage Share of such Expenses. Such reimbursement shall be due and payable within thirty (30) days after receipt of invoice.

7.4 Tie-in or Expansion of Stormwater Facilities. If the Owner of the Remaining Land exercises its reserved right to tie into or expand the Storm Water Facilities within the Detention Pond Easement Area to service the balance of the Remaining Land, or portion thereof, for retention or detention of storm water, then all soft and hard costs and expenses incurred in connection with such construction activities shall be solely the responsibility of the Owner of the Remaining Land. All such construction activities shall be performed in a good and workmanlike manner with sound engineering practices. Upon completion of any tie in or expansion in a good and workmanlike manner, the Operator will assume responsibilities to perform all Upkeep for the expanded facilities within the Detention Pond Easement Area and the Owner of the Remaining Land shall reimburse the Operator for such Owner's Percentage Share of all Expenses of Upkeep of the Storm Water Facilities (as expanded or tied into for the benefit of the balance of the Remaining Land).

7.5 Budget. In the case the Owner of the Remaining Land is obligated to contribute a Percentage Share of Expenses of Upkeep of the Access Drive and/or Storm Water Facilities under the above provision, then the Operator shall annually provide the applicable Owner of the Remaining Land a budget (the "Budget"), detailed by category of Expense, estimating the total Expenses and the Percentage Share of Expenses for the next annual period (in the case there is more than one Owner of the Remaining Land, then such Budget shall be sent to the Owner appointed to receive notices on behalf of all Owners of the Remaining Land under the definition of "Owner" in Section 1 above). The failure of the Operator to provide a Budget or the objection of any Owner to the Budget, however, shall not relieve any Owner of the obligation to pay its Percentage Share of Expenses under this ECR; provided, however, no Owner shall have any obligation to pay any Expenses not invoiced to the Owner within fifteen (15) months after such Expenses were paid by Operator.

7.6 Payments and Reconciliations. The Owner's Percentage Share of estimated Expenses (including the administrative fee) as above set out in the Budget shall be paid monthly (or if Operator otherwise elects in writing, quarterly) in advance based upon reasonable estimates for such charges made by the Operator (in the case there is more than one Owner of the Remaining Land, then the Owner appointed to receive notices on behalf of all Owners of such Remaining Land under the definition of "Owner" in Section 1 above shall be charged with receiving notices of assessment and with collecting such assessments and remitting same to Operator on behalf of all Owners of the Remaining Land). An adjustment shall be made for each of said charges on at least a calendar year basis when the actual costs from the preceding year and reasonable estimates for the upcoming year have been determined, but in any event within one hundred twenty (120) days after the end of each calendar year; provided, the Operator may elect, in its discretion, to reconcile estimated payments with actual charges and to invoice charges incurred by Operator on a more frequent basis as the Operator may determine from time to time and any such invoices shall be payable within thirty (30) days after date of invoice. Not later than one hundred twenty (120) days after the end of each calendar year, Operator shall send a detailed reconciliation statement to the Owner of the Remaining Land reflecting by category actual Expenses and estimated monthly (or

quarterly) payments of Expenses for the preceding year. Any Owner conveying a parcel within the Remaining Land to a new Owner shall remain jointly and severally obligated for its Percentage Share through the date that written notice of the transfer together with a copy of the conveyance instrument and notice address and contact/billing information for the new acquiring Owner has been delivered to the Operator. In the event of any transfer of rights as the Operator, the Owner of the Remaining Land shall have the right to continue to deal with and pay the transferring Operator until such Owner receives written notice of the transfer of the rights as the Operator hereunder together with a copy of the transfer document affecting such rights.

7.7 Reconciliation Adjustments. In the event the reconciliations provided for above reveal a balance due from any Owner, the Operator will invoice the applicable Owner for the remaining balance of its Percentage Share of Expenses. Such Owner shall have thirty (30) days from the date of such invoice to pay the Operator the balance due. Should the annual reconciliation reveal an overpayment by an Owner, the Operator shall notify the applicable Owner of such overpayment and apply a credit to the Owner's account for any amounts payable hereunder by such Owner or shall refund the balance due. The Owner may deduct the overpayment from its next payments due hereunder to the extent a refund is not received.

7.8 Audit. During regular business hours and upon reasonable prior notice, the Operator shall make available to an Owner obligated to make payments of a Percentage Share hereunder all applicable records and documentation supporting Expenses invoiced to such Owner and Operator's basis of calculation of each Owner's Percentage Share relating to the preceding fifteen (15) month billing period for such Expenses. In the event any Owner fails to contest any amounts billed to such Operator under the above provisions within one (1) year after receipt of an invoice for same, such Owner shall be deemed to have forever waived and released the Operator from and against any and all claims, rights, offsets, or demands whatsoever that such Owner may have had based on such billings, including any obligation of the Operator to provide an accounting for such billings.

7.9 Lien Rights. The Operator (and any other party performing the duties of Operator in accordance with this ECR (including, without limitation, in the case of Section 7.3, the Owner of the Remaining Land performing Upkeep obligations as provided above after notice to the Shopping Center Owner and Operator) or who contributes or pays a defaulting Owner's Percentage Share of Expenses, or other charges payable by such defaulting Owner) shall have a lien for assessments upon the Lot of a defaulting Owner who defaults in contributing such Owner's share of same (which lien shall at all times be inferior in dignity and subject and subordinate to the terms and provisions and the lien of any bona-fide, third party first mortgage given in good faith and for value received hereafter upon such Lot and the encumbrance of any arm-length, bona-fide lease made in good faith to a non-affiliated tenant entering into a lease to use or occupy premises within a Lot for the conduct of a trade or business) to secure payment of the applicable Owner's Percentage Share, and/or other charge payable by the Owner of such Lot to the Operator or such other party under the terms of this ECR. This lien shall be prior to all liens and encumbrances hereafter recorded except as provided above or otherwise provided by law. The lien granted under the above provision may be foreclosed in equity in the same manner as mortgages are foreclosed. Prior to enforcement of any lien rights under this paragraph, the Operator (or other applicable party) shall have (i) given notice of the

default to the defaulting Owner and the holder of any first mortgage upon such Owner's Lot for which Operator (or such other party) has received written notice of the name and address for such mortgagee at least thirty (30) days prior written notice of the default and the defaulting Owner shall have failed to cure such default within such thirty (30) day notice period and (ii) recorded a statement of lien in the applicable public records for the Lot. Even though the lien for assessments may be subordinate to the lien of a mortgage under this subsection, the personal obligation of the Owner to pay such assessment shall remain, and a suit to recover a money judgment for non-payment of any assessments may be maintained without foreclosing or waiving the lien hereby created to secure same. Any sale or transfer of any Lot by foreclosure of a mortgage or otherwise shall not relieve the applicable mortgagee or the purchaser of the Lot from the obligation to pay any assessments due or thereafter becoming due, nor from the lien of any subsequent assessment.

8. Rights of Owners and Enforcement.

8.1 Enforcement Scope. Any person acquiring fee or leasehold title to any Lot shall be bound by this ECR only as to the Lot or portion of the Lot acquired by such person. In addition, such person shall be bound by this ECR only during the period such person has such interest in such Lot or portion of the Lot, except each Owner shall be subject to and bound by all obligations, liabilities or responsibilities that accrue during said period of ownership or during the period of ownership of any predecessor in interest to such Owner. Although persons may be released under this paragraph, the easements, covenants, conditions and restrictions in this ECR shall continue to be benefits to and servitudes upon said tracts running with the land. With reference to any violation of this ECR, only the Owner and/or Occupant, as the case may be, at the time of breach, of the Lot which shall have been in breach of the obligations contained herein shall have any liability on account thereof; provided, a successor Owner taking title shall be responsible for any breach of the obligations contained herein with respect to any predecessor Owner or Occupant at the time such successor Owner takes title and such succeeding Owner agrees to assume all such prior obligations and responsibilities of its predecessor by accepting delivery of a deed to the applicable Lot. If any Owner is composed of more than one person, the obligations of said parties shall be joint and several.

8.2 Additional Default Rights. In addition to any other right which an Owner or Operator may have at law or equity by way of damages or otherwise, an Owner or Operator shall have the right to seek specific performance of the obligations, or injunctive relief against violation of the covenants, restrictions or conditions contained herein; or to enter upon the land to which such breach relates, to abate and remove the condition representing such breach, and to recover from the Owner responsible for such breach the reasonable cost and expense of such abatement or removal (including attorney's fees actually incurred (without regard to statutory presumptions)), together with interest at an interest rate equal to the lesser of (the "Default Rate") (i) one and one-half percent (1½%) per month or (ii) the maximum rate permitted by law, from the due date. An Owner asserting a breach hereunder shall not have any such right to enter upon such other land unless the breach claimed to have occurred shall not have been cured within thirty (30) days after notice from the Owner asserting such breach and such Owner's intention so to cure the same. However, no advance notice is required for an Owner or Operator to enter upon the premises in an emergency situation to protect life or property.

8.3 **Late Assessments.** In the event that any assessments or other charges or amounts are payable under this ECR and are not paid when due, then the outstanding balance payable under invoices for such assessments or other charges and amounts shall accrue interest at the Default Rate from and after the date due. Unless otherwise specified in this ECR, invoices for payment of any assessments or other charges payable by any Owner or other person under this ECR shall be due and payable within thirty (30) days after receipt of invoice by the Owner or other person responsible for such payment.

9. **Indemnification.** Subject to the provisions below regarding waiver of subrogation with respect to damage to property, each Owner (an "Indemnifying Owner") shall defend, indemnify, protect and hold the other Owner harmless for, from and against any and all liability, loss, damage, expense (including reasonable attorney's fees and court costs), causes of action, suits, claims, or judgments arising from personal injury, death, or property damage or on account of the release of Hazardous Materials (collectively, the "Claims") in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in or upon the Indemnifying Owner's Lot, but excluding Claims to the extent due to (a) any negligent or wrongful act or omission of such other Owner, its respective agents, contractors, servants or employees or Occupants or (b) such other Owner's exercise of the easement rights granted under this ECR to perform installations, construction, or maintenance of improvements within the Indemnifying Owner's Lot; (ii) arising from or out of such Indemnifying Owner's exercise of the easement rights granted under this ECR to perform installations, construction, or maintenance of improvements on other Owner's Lot, but excluding Claims to the extent due to any negligent or willful act or omission of such other Owner, its respective agents, contractors, servants, employees; or Occupants or (iii) to the extent occasioned by any negligent or wrongful act or omission of the Indemnifying Owner, its respective agents, contractors, servants or employees; or (iv) in connection with the failure to comply with the provisions of this ECR.

Each Owner and Operator agrees to defend, indemnify and hold each other Owner and Operator harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney's fees and court costs, arising out of work performed by or on account of such Owner or Operator, as applicable, in the installation, construction, Upkeep and/or operation of any improvements within the easement areas on another Owner's Lot pursuant to the easement rights granted under this ECR or by Operator in performing its Upkeep obligations hereunder, as applicable, and if any Lot shall become subject to any such lien, the Owner or Operator responsible for same, as applicable, shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

10. **Insurance.**

10.1 **Types and Limits of Coverage.** Each Owner and the Operator shall procure and maintain in full force and effect throughout the term of this ECR, with respect to its Lot and the exercise of the easement rights granted (and, in the case of Operator, with respect to the performance of Operator's Upkeep obligations), commercial general liability insurance with broad form coverage

insuring against claims on account of bodily injury or death, personal and advertising injury, and property damage or destruction (i.e., exclusions for liability assumed under contract must be deleted) that may arise from, or be related to (i) the conduct of the Owner or Operator, or (ii) the condition, use or occupancy of the easement areas benefiting any Owner on another Owner's Lot (the "Liability Insurance"). Each Liability Insurance policy shall have a combined single limit of liability of not less than Two Million and No/100 Dollars (\$2,000,000) per occurrence and Two Million and No/100 Dollars general aggregate for bodily injury, personal injury and property damage arising out of any one occurrence and shall be written on an "occurrence" basis form and not on a "claims made" form. The Owner of the Remaining Land shall be named as "additional insureds" under such Liability Insurance maintained by the Shopping Center Owner and Operator (and the Owners of the Development shall be named as "additional insureds" under any such Liability Insurance obtained by the Owner of the Remaining Land). Each Liability Insurance policy may not be canceled or reduced in amount or coverage below the minimum requirements of this ECR, without at least thirty (30) days' prior written notice by the insurer to each insured and additional insured; the policy shall provide for severability of interests; the policy shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds; and the policy shall provide for contractual liability coverage with respect to the indemnity obligations set forth in this ECR. Each Owner and Operator agrees to furnish to each other Owner, upon request, evidence that: (i) such required insurance is in full force and effect; and (ii) the appropriate parties are designated as additional insureds.

10.2 Insurance Provider Standards. The Liability Insurance shall be carried by an insurance or reinsurance company or companies with a Best's Key Rating Guide Property/Casualty (United States) rating of at least A- and a financial rating of VIII or better (or a comparable standard under an international rating system). Such insurance may be provided under (i) an individual policy, or (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner or any combination of primary, excess or umbrella coverage policies; so long as the amount and coverage of insurance required to be carried hereunder is not diminished, or (iii) a combination of any of the foregoing insurance programs. The Liability Insurance may be provided by an owners' association on behalf of Owners.

11. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, or (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, Airborne, etc.), and addressed to each Owner or Operator (and any person designated as a "copy to") at the applicable address set forth herein for such Owner or Operator as otherwise provided in the most recent written notice from an Owner or Operator. The time period within which a response to any notice or request must be given, if any, shall commence to run on the date of actual receipt of such notice, request, or other communication by the addressee thereof; provided, rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior written notice thereof, any Owner hereto may, from time to time and at any time, change its mailing address hereunder. Any notice provided for hereunder may be given by a party's attorney or other representative.

12. **Estoppe Certificates.** Any Owner or Operator may, at any time and from time to time, in connection with the sale or lease of the Owner's Lot (or premises therein), or in connection with the financing or refinancing of the Owner's Lot by bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, or transfer of rights of Operator, deliver written notice to the other Owners and/or Operator requesting such Owners and/or Operator execute certificates certifying that to the best knowledge of the other Owners and/or Operator, (i) the requesting Owner or Operator is not in default in the performance of its obligations under this ECR, or, if a default is alleged, specifically describing the nature and amount thereof, (ii) confirming that this ECR has not been amended (or, if so, identifying the amendments), and is in full force and effect; and, (iii) subject to the actual knowledge of the requested party, without any required investigation or inquiry confirming such other factual information as may be reasonably requested. Each Owner and Operator shall execute and return such a certificate within thirty (30) days after receipt of a request therefore. The Owners and Operator acknowledge that such certificates may be relied upon by transferees, mortgagees, deed of trust beneficiaries and leaseback lessors. Such statement shall act as a waiver of any claim by the Owner and Operator furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the Owner or Operator furnishing it to any liability for the negligent or inadvertent failure of such Owner or Operator to disclose correct and/or relevant information (but it shall estop such person from making assertions contrary to those set forth in the certificate for the period covered by the certificate), nor shall such issuance be construed to waive any rights of the issuer to challenge acts committed by other Owners for which approval by the Shopping Center Owner was required but not sought or obtained.

13. **Miscellaneous.**

13.1 **Non-Waiver.** Any waiver or failure to enforce any provision of this ECR in a particular situation shall not be a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation or of any other provision of this ECR. The failure of any Owner to enforce any covenant, restriction or other provision herein contained shall in no event be a waiver of the right to do so thereafter or of the right to enforce any other covenant, restriction or other provision. Notwithstanding the foregoing, any Owner may waive any covenant, restriction or other provision contained herein by instrument in writing signed by such Owner.

13.2 **Paragraph Headings.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this ECR or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

13.3 **Duration.** Except as otherwise provided herein, the covenants, conditions and restrictions ("Covenants") set forth in this ECR shall be for eighty (80) years (the "Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the Covenants set forth in this ECR shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "Extension Period") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the

Shopping Center Owner and Owners of not less than sixty (60%) percent of the land area in the Remaining Land (inclusive of any land owned by Shopping Center Owner) record a notice of such parties election to terminate the continued effect of the Covenants in the public land records of the Development (a copy of such notice is to be sent to the other Owners in the Development and Remaining Land). Notwithstanding any termination of the covenants, conditions and restrictions set forth in this ECR under the foregoing provisions, the perpetual easement rights granted under this ECR shall survive any such termination for so long as the benefitted Lot continues to be serviced by such easements (and, each Lot Owner benefited by such perpetual easements shall remain obligated for payment of assessments for Upkeep of such easements and with respect to all provisions of this ECR regarding insurance and indemnification obligations with respect to such easement rights).

13.4 Amendments. This ECR may not be modified, amended, or abrogated or rescinded, in whole or in part, except by written document executed by the Shopping Center Owner and Owners of at least sixty (60%) percent of the aggregate land area within the Remaining Land.

13.5 Limitation on Liability. The sole remedy of the person or entity seeking the approval of Shopping Center Owner or Operator if such approval is unreasonably withheld shall be an action for injunctive relief and the Shopping Center Owner and Operator shall not be liable to such person or entity for damages. The parties agree that in the event any such approval is unreasonably withheld and required to be given under the terms of this ECR that injunctive relief is an appropriate remedy and that the party entitled to such approval shall be entitled to an injunctive order in such circumstance. No exercise of any approval right shall subject Shopping Center Owner and Operator to liability for breach of any covenant of good faith and fair dealing otherwise implied by law to be part of this ECR.

13.6 Attorney's Fees. In any legal or equitable action or arbitration proceeding is brought hereunder by any Owner or Operator to enforce the obligations of any other Owner, Occupant or person subject hereto, or to enforce or interpret the provisions of this ECR or for the recovery of sums due or damages hereunder, the prevailing Owner or Operator shall be entitled to recover reasonable attorneys' fees and costs actually incurred (and without regard to statutory presumptions) for such action unless the court or arbitrators, as applicable, find circumstances that in such court's or arbitrators' judgment makes such an award unjust under the circumstances.

13.7 Severability. If any provision of this ECR is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof. Restrictions, conditions and covenants shall be construed to be enforceable to the maximum extent and period permitted by law.

13.8 Governing Law. This ECR shall be construed and governed in accordance with the laws of the State of South Carolina.

13.9 Further Assurances. Each Owner of any Lot in the Development or the Remaining Land shall execute such additional documents as may be reasonably required or requested by any other Owner, in confirmation of the rights, easements and obligations herein created to carry out the express intent and purpose thereof and to fully effectuate the easements, covenants,

conditions and restrictions granted herein as binding upon all the Lots in the Development and Remaining Land, applicable.

13.10 Counterparts. This ECR may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this ECR may be detached from any counterpart of this ECR without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this ECR identical in form hereto but having attached to it one or more additional signature pages.

14. Rights of Publix. Anything to the contrary contained herein notwithstanding, until the Publix Lease has terminated, (i) Section 6 of this ECR may be abrogated, modified, rescinded or amended in whole or in part only with the written consent of Publix, which consent may be withheld by Publix at its sole discretion; provided, however, to the extent any provision or restriction set forth in Section 6 is more restrictive than required by the terms of the Publix Lease, then Publix shall not have the right to withhold a request by the Shopping Center Owner for Publix's consent to a modification of this ECR to permit a use that is otherwise permitted or not restricted under the terms and provisions of the Publix Lease, and (ii) Publix shall have the right, but not the obligation, to enforce the rights, terms, conditions, covenants and restrictions set forth in Section 6 of this ECR, and to avail itself of the remedies provided herein or otherwise at law or in equity for violation thereof, to the same extent as the Shopping Center Owner. For the benefit of Publix and as between Publix and the Shopping Center Owner only, Shopping Center Owner acknowledges and agrees that nothing herein shall operate to amend, reduce or modify any rights granted to Publix under the Publix Lease, and as between the Owner of the Shopping Center and Publix, to the extent of any inconsistency or conflict between this ECR and the Publix Lease applicable to Publix, the Publix Lease shall control and govern as between the Owner of the Shopping Center and Publix only. For avoidance of doubt, the preceding sentence of this Section 14 does not alter in any way the rights or obligations of any Owner of the Remaining Land under this ECR and the preceding sentence of this Section 14 shall only apply as between the Shopping Center Owner and Publix.

[SIGNATURES BEGIN ON NEXT PAGE]

SIGNED, sealed, and delivered effective as of the date first above set forth.

WITNESSES:

Nicole T. Price
Print Name: Nicole T. Price
JRW

Print Name: James Randall Davis

George Robert Hendrix, Jr.
GEORGE ROBERT HENDRIX, JR. AS
SUCCESSOR TRUSTEE OF THE TRUST
UNDER THE WILL OF CARL O.
HENDRIX DATED MARCH 25, 1957.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
ACKNOWLEDGEMENT

I, James Randall Davis, a Notary Public, do hereby certify
that George Robert Hendrix, Jr., as successor Trustee of the trust under the Will of Carl O.
Hendrix dated march 25, 1957, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument for the purposes stated in such instrument and he is
personally known to me.

Witness my hand and official seal this 7th day of January, 2010.

JRW

My Commission Expires: 2-27-2015 NOTARY PUBLIC

[SEAL]

WITNESSES:

Margaret A. Goodfellow

Print Name: Margaret A. Goodfellow

LEXINGTON HENDRIX (E&A), LLC, a South Carolina limited liability company

By: Edens & Avant Investments Limited Partnership, a Delaware limited partnership, its sole member

Melanie Graham

Print Name: Melanie Graham

By: Edens & Avant Administrative LLC, a Delaware limited liability company

By: Jodie W. McLean
Jodie W. McLean, President

STATE OF SOUTH CAROLINA)

)

COUNTY OF RICHLAND)

)

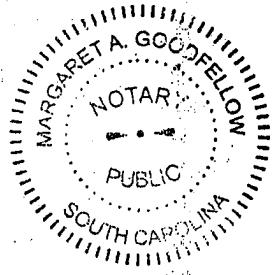
I Margaret A. Goodfellow

ACKNOWLEDGMENT

I, Margaret A. Goodfellow, a Notary Public for the state and county aforesaid, do hereby certify that Jodie W. McLean personally appeared before me this day and acknowledged that she is the President of Edens & Avant Administrative LLC, a Delaware limited liability company, which is the sole general partner of Edens & Avant Investments Limited Partnership, a Delaware limited partnership, which is the sole member of Lexington Hendrix (E&A), LLC, a South Carolina limited liability company, and that by authority duly given she executed the foregoing instrument on behalf of Edens & Avant Administrative, LLC, acting for and on behalf of Edens & Avant Investments Limited Partnership, acting for and on behalf of Lexington Hendrix (E&A), LLC as the act and deed of the foregoing Lexington Hendrix (E&A), LLC for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal
this 5 day of January

Margaret A. Goodfellow
Notary Public for South Carolina
My commission expires: 4-24-2016
[SEAL]



WITNESSES:

Margaret A. Goodfellow
Print Name: Margaret A. Goodfellow

**LEXINGTON HENDRIX REALTY (E&A),
LLC, a South Carolina limited liability company**

By: Edens & Avant Realty, Inc., a South
Carolina corporation, its sole member

By: Jodie W. McLean
Print Name: Jodie W. McLean

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Margaret A. Goodfellow

ACKNOWLEDGMENT

I _____, a Notary Public for the state and county aforesaid, do hereby certify that Jodie W. McLean personally appeared before me this day and acknowledged that she is the President of Edens & Avant Realty, Inc., a South Carolina limited liability company, which is the sole member of Lexington Hendrix Realty (E&A), LLC, a South Carolina limited liability company, and that by authority duly given she executed the foregoing instrument on behalf of Edens & Avant Realty, Inc., acting for and on behalf of Lexington Hendrix Realty (E&A), LLC, as the act and deed of the foregoing Lexington Hendrix Realty (E&A), LLC for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal
this 5 day of January,

Margaret A. Goodfellow
Notary Public for South Carolina
My commission expires: 4.24.2005
[SEAL]

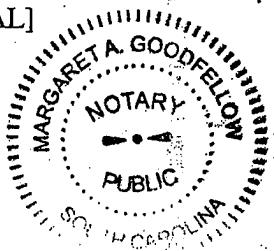


EXHIBIT A

Site Plan

(See Attached)

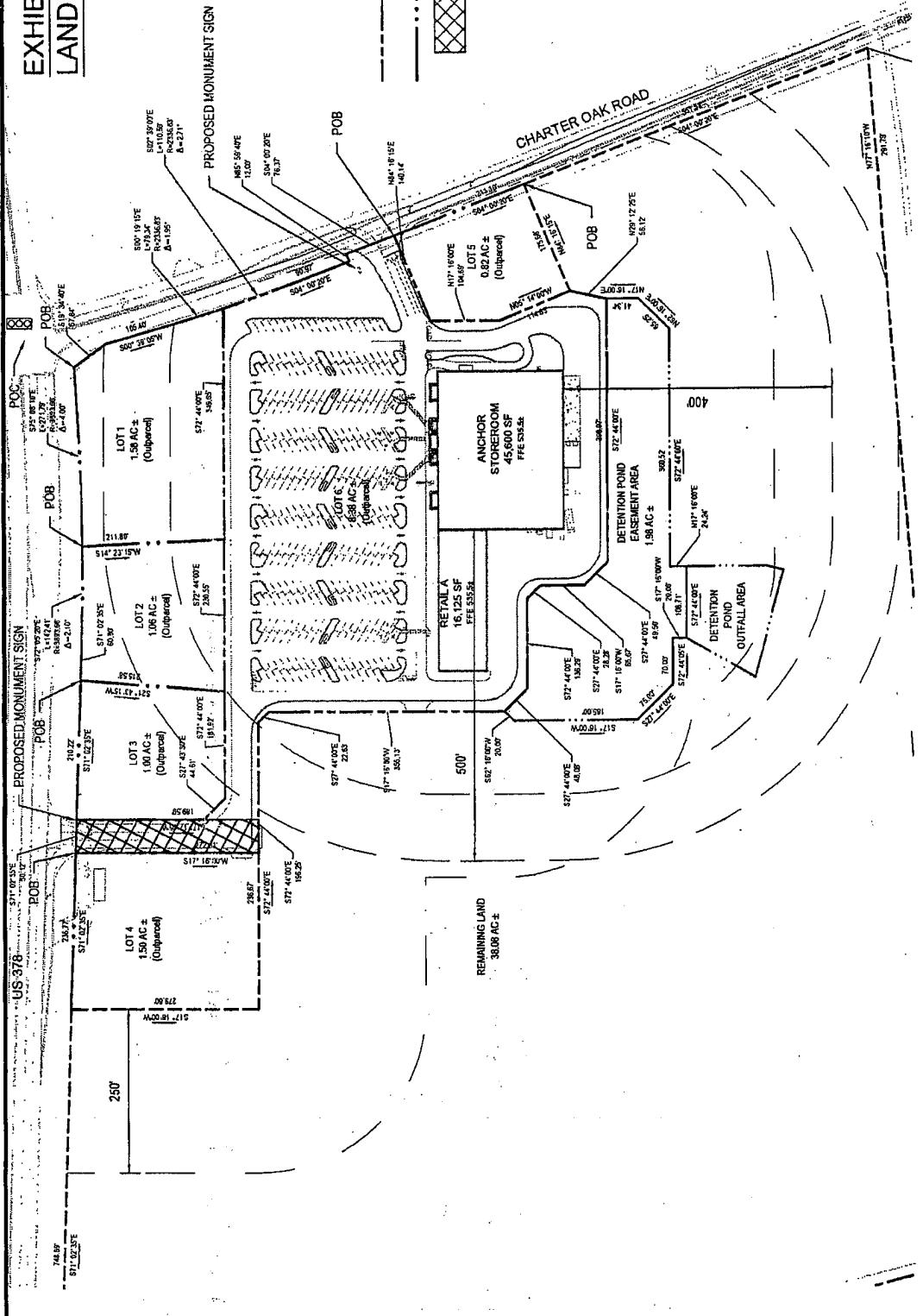
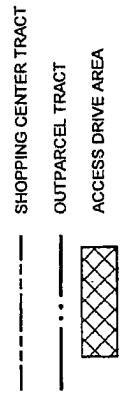
Exhibit A

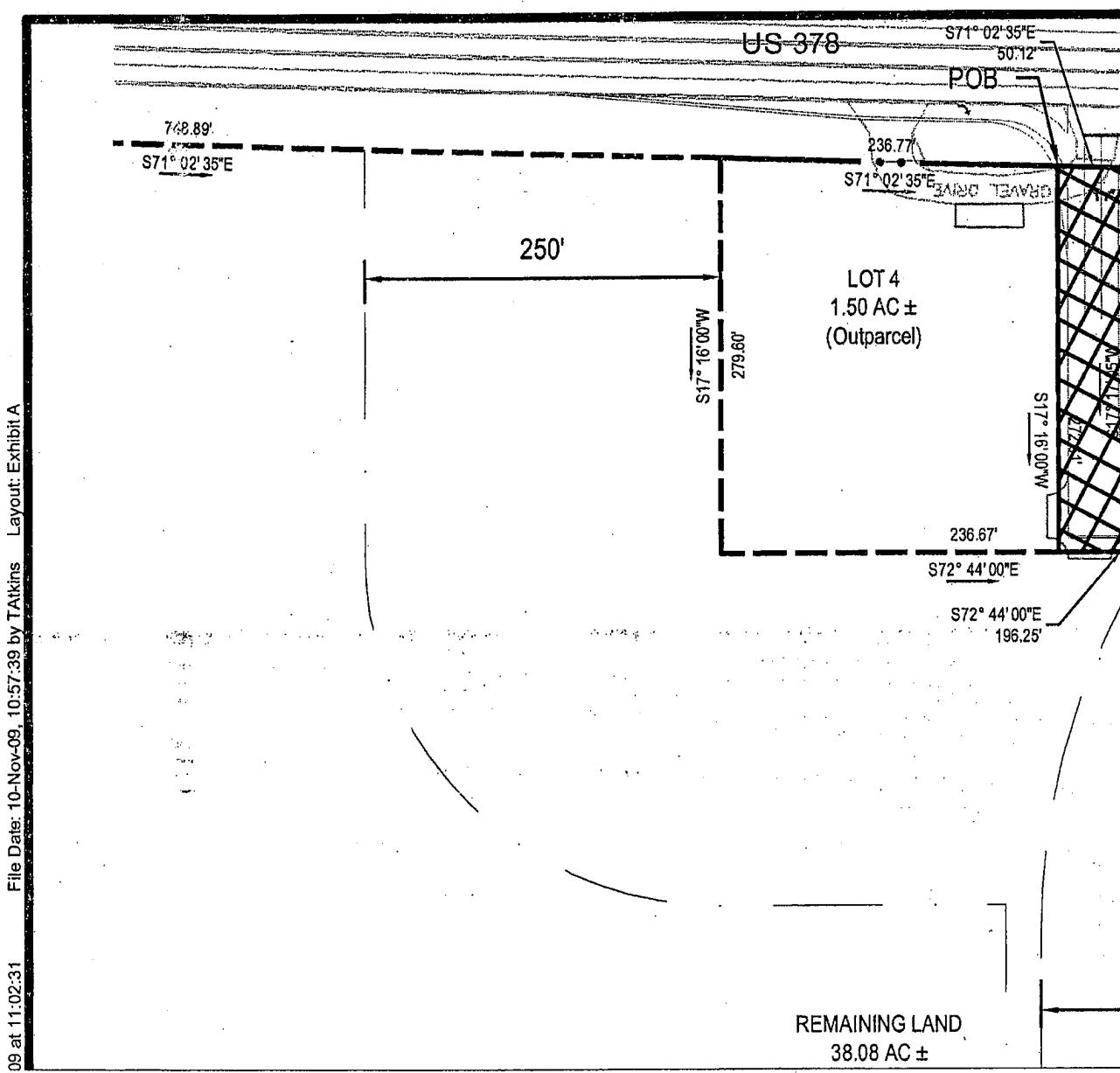
**EXHIBIT A - REMAINING
LAND SITE PLAN**



0 150'

LEGEND





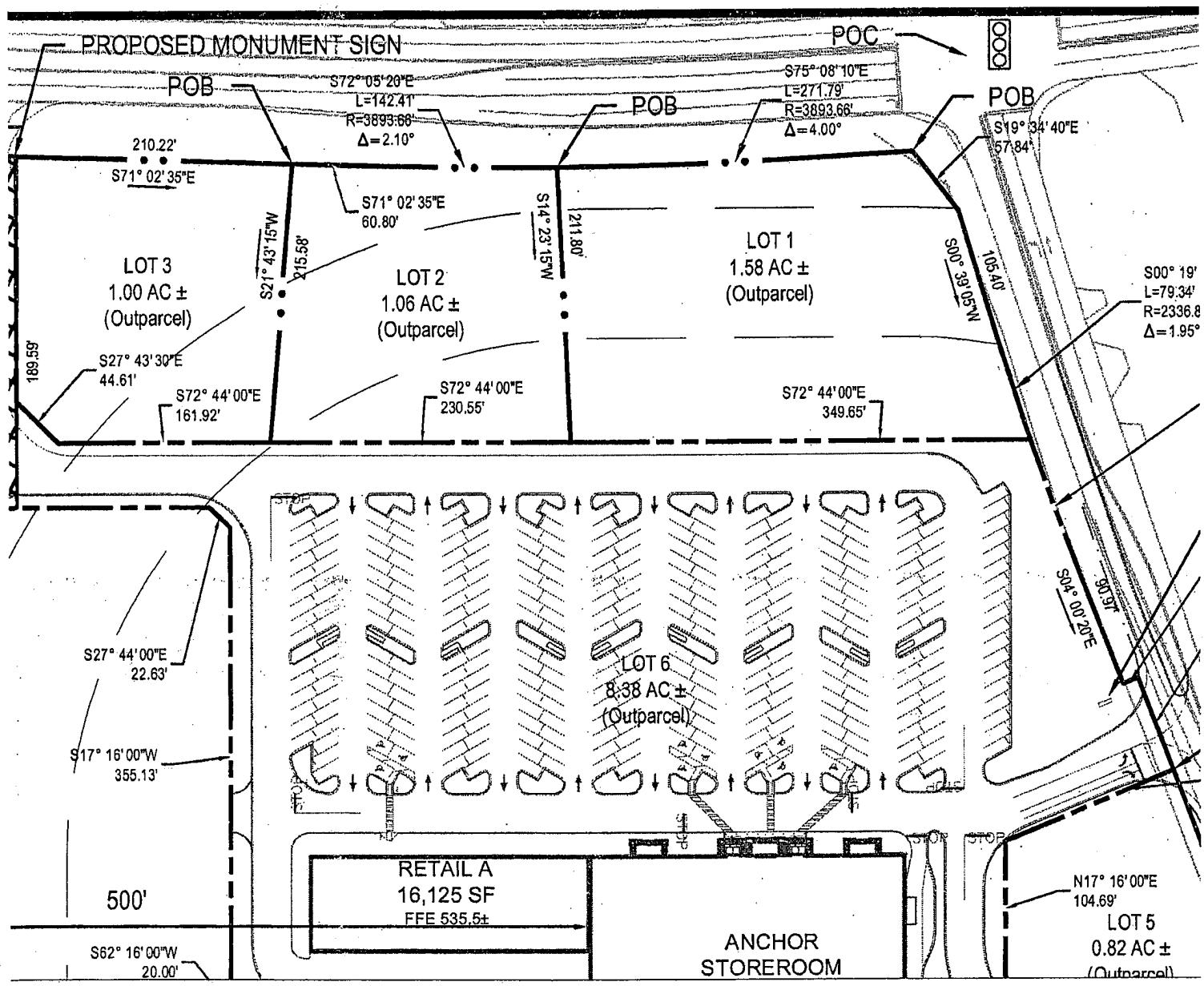
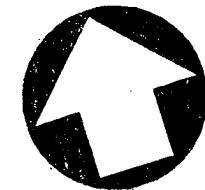


EXHIBIT A - REMAINING LAND SITE PLAN



0 150'

15°E

13'

S02° 39' 00"E
L=110.59'
R=2336.83'
Δ=2.71°

PROPOSED MONUMENT SIGN

N85° 59' 40"E
12.00'

S04° 00' 20"E
76.37'

POB

N84° 16' 15"E
140.14'

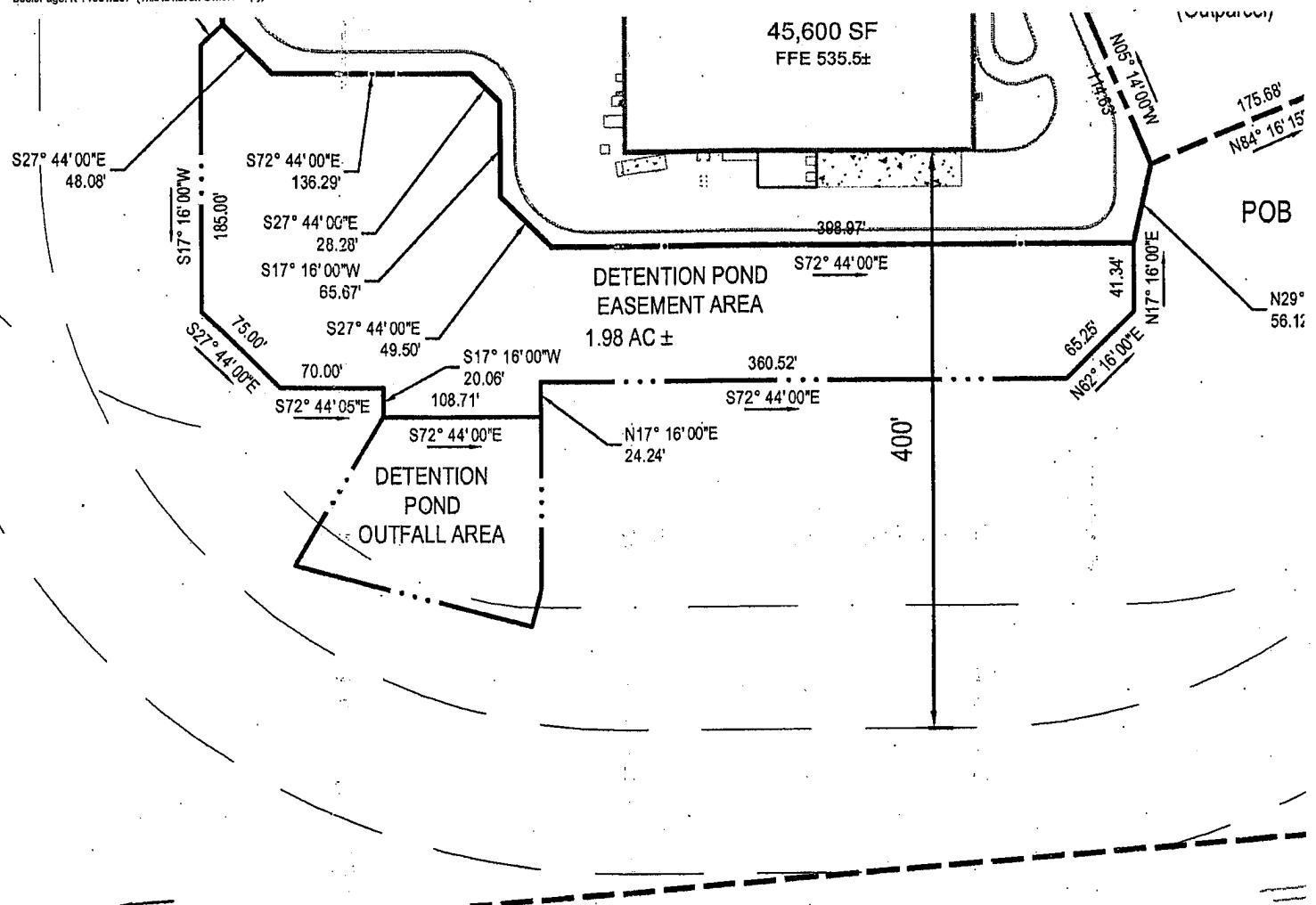
LEGEND

SHOPPING CENTER TRACT

OUTPARCEL TRACT



ACCESS DRIVE AREA



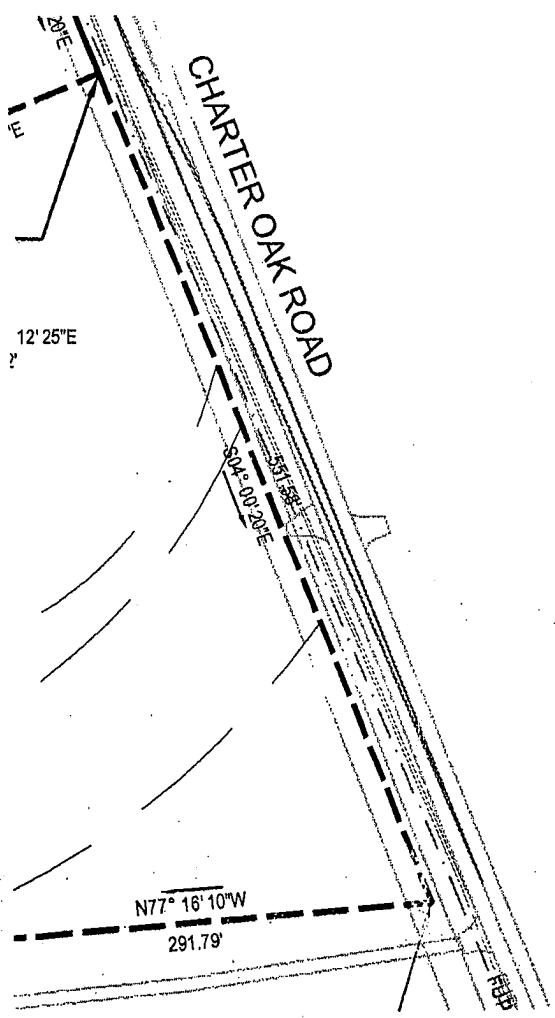


EXHIBIT B

Legal Description of Remaining Land

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, Revised Sept. 21, 2009 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet** to an IPS 5/8" ROD on the southern right of way of US Highway 378; thence **South 19 degrees 34 minutes 40 seconds East for a distance of 57.84 feet** to an IPS 5/8" ROD on the western right of way of Charter Oak Road; thence **South 00 degrees 39 minutes 05 seconds West for a distance of 105.40 feet** to an IPS 5/8"; thence along a curve to the left having a radius of 2336.83 feet and an arc length of 189.93 feet, being subtended by a chord of **South 01 degrees 40 minutes 35 seconds East for a distance of 189.88 feet** to an IPS 5/8" ROD; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 90.97 feet** to an IPS 5/8" ROD; thence **North 85 degrees 59 minutes 40 seconds East for a distance of 12.00 feet** to an IPS 5/8" ROD; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 287.46 feet** to a point on the western right of way of Charter Oak Road being the POINT OF BEGINNING;

THENCE **South 04 degrees 00 minutes 20 seconds East for a distance of 551.58 feet** to an IPS 5/8" ROD;

THENCE **North 77 degrees 16 minutes 10 seconds West for a distance of 1.08 feet** to an IPF 3/4" BAR;

THENCE **North 77 degrees 16 minutes 10 seconds West for a distance of 291.79 feet** to an IPF 3/4" BAR;

THENCE **North 77 degrees 21 minutes 25 seconds West for a distance of 1521.55 feet** to an IPF 3/4" BAR;

THENCE **North 77 degrees 21 minutes 25 seconds West for a distance of 25.58 feet** to an IPS 5/8" ROD;

THENCE **North 02 degrees 18 minutes 55 seconds East for distance of 112.07 feet** to an IPF 2.5" POST;

THENCE **North 02 degrees 25 minutes 55 seconds East for a distance of 546.19 feet** to an IPF 5/8" ROD;

THENCE **North 02 degrees 28 minutes 30 seconds East for a distance of 208.67 feet** to an IPF 5/8" ROD;

THENCE **North 02 degrees 30 minutes 10 seconds East for a distance of 524.98 feet** to an

Exhibit B

IPF PIPE;

THENCE North 02 degrees 28 minutes 30 seconds East for a distance of 20.84 feet to an IPS 5/8" ROD;

THENCE South 71 degrees 02 minutes 35 seconds East for a distance of 748.89 feet to a POINT;

THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 279.60 feet to a POINT;

THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 236.67 feet to a POINT;

THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 196.25 feet to a POINT;

THENCE South 27 degrees 44 minutes 00 seconds East for a distance of 22.63 feet to a POINT;

THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 355.13 feet to a POINT;

THENCE South 27 degrees 44 minutes 00 seconds East for a distance of 48.08 feet to a POINT;

THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 136.29 feet to a POINT;

THENCE South 27 degrees 44 minutes 00 seconds East for a distance of 28.28 feet to a POINT;

THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 65.67 feet to a POINT;

THENCE South 27 degrees 44 minutes 00 seconds East for a distance of 49.50 feet to a POINT;

THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 398.97 feet to a POINT;

THENCE North 29 degrees 12 minutes 25 seconds East for a distance of 56.12 feet to a POINT;

THENCE North 84 degrees 16 minutes 15 seconds East for a distance of 175.68 feet to a POINT being the Point of Beginning;

Said property contains 38.08 acres more or less.

EXHIBIT C

Legal Description of the Lots in the Development

All those certain, lots, tracts or parcels of land designated as Lot 1 (containing approximately 1.58 acres), Lot 2 (containing approximately 1.06 acres), Lot 3 (containing approximately 1.00 acres), Lot 4 (containing approximately 1.50 acres), Lot 5 (containing approximately 0.82 acres), and Lot 6 (containing approximately 8.38 acres) on that certain plat entitled, "Bonded Subdivision Plat Prepared for: Hendrix Crossing", prepared by Carolina Surveying Services, Inc., Dennis G. Johns, PLS, Reg. No. 8102, dated November 3, 2008, last revised December 18, 2009, recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Book 4051, Page 76 (the failure to complete such recordation information or to record said plat shall not affect the validity of this instrument). For a more complete description as to the courses, metes and bounds, referenced may be made to said plat of record and said lots further being the same as described as follows:

LOT 1:

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and being a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, revised Sept. 21, 2009 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet to an IPS 5/8" ROD** on the southern right of way of US Highway 378 to a point on the southern right of way of US Highway 378 being the POINT OF BEGINNING;

THENCE South 19 degrees 34 minutes 40 seconds East for a distance of 57.84 feet to an IPS 5/8" ROD;

THENCE South 00 degrees 39 minutes 05 seconds West for a distance of 105.40 feet to an IPS 5/8" ROD;

THENCE along a curve to the left having a radius of 2336.83 feet and an arc length of 79.34 feet, being subtended by a chord of South 00 degrees 19 minutes 15 seconds East for a distance of 79.34 feet to a POINT;

THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 349.65 feet to a POINT;

THENCE North 14 degrees 23 minutes 15 seconds East for a distance of 211.80 feet to a POINT;

THENCE along a curve to the left having a radius of 3893.66 feet and an arc length of 271.79 feet, being subtended by a chord of South 75 degrees 08 minutes 10 seconds East for a distance of 271.73 feet to an IPS 5/8" ROD being the Point of Beginning;

Exhibit C

Said property contains 1.58 acres more or less.

LOT 2:

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, revised Sept. 21, 2009 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet to an IPS 5/8" ROD** on the southern right of way of US Highway 378, thence along a curve to the right having a **radius of 3893.66 feet and an arc length of 271.79 feet**, being subtended by a chord of **North 75 degrees 08 minutes 10 seconds West for a distance of 271.73** to a point on the southern right of way of US Highway 378 being the POINT OF BEGINNING

THENCE **South 14 degrees 23 minutes 15 seconds West for a distance of 211.80 feet to a POINT;**

THENCE **North 72 degrees 44 minutes 00 seconds West for a distance of 230.55 feet to a POINT;**

THENCE **North 21 degrees 43 minutes 15 seconds East for a distance of 215.58 feet to a POINT;**

THENCE **South 71 degrees 02 minutes 35 seconds East for a distance of 60.80 feet to an IPS 5/8" ROD;**

THENCE along a curve to the left having a radius of **3893.66 feet and an arc length of 142.41 feet**, being subtended by a chord of **South 72 degrees 05 minutes 20 seconds East for a distance of 142.41 feet** to a POINT being the Point of Beginning.

Said property contains 1.06 acres more or less.

LOT 3:

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, revised Sept. 21, 2009 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet to an IPS 5/8" ROD** on the southern right of way of US Highway 378, thence along a curve to the right having a **radius of 3893.66 feet and an arc length of 414.20 feet**, being subtended by a chord of **North 74 degrees 05 minutes 20 seconds West for a distance of 414.01 feet to an IPS 5/8" ROD** on the southern right of way of US 378; thence **North 71 degrees 02 minutes 35 seconds West for a**

Exhibit C

distance of 60.80 feet to a point on the southern right of way of US Highway 378 being the POINT OF BEGINNING;

THENCE South 21 degrees 43 minutes 15 seconds West for a distance of 215.58 feet to a POINT;

THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 161.92 feet to a POINT;

THENCE North 27 degrees 43 minutes 30 seconds West for a distance of 44.61 feet to a POINT;

THENCE North 17 degrees 17 minutes 05 seconds East for a distance of 189.59 feet to a POINT;

THENCE South 71 degrees 02 minutes 35 seconds East for a distance of 210.22 feet to a POINT being the Point of Beginning.

Said property contains 1.00 acres more or less.

LOT 4:

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, revised Sept. 21, 2009 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet to an IPS 5/8" ROD on the southern right of way of US Highway 378, thence along a curve to the right having a radius of 3893.66 feet and an arc length of 414.20 feet, being subtended by a chord of North 74 degrees 05 minutes 20 seconds West for a distance of 414.01 feet to an IPS 5/8" ROD on the southern right of way of US 378; thence North 71 degrees 02 minutes 35 seconds West for a distance of 321.14 feet to a point on the southern right of way of US Highway 378 being the POINT OF BEGINNING;

THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 272.61 feet to a POINT;

THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 236.67 feet to a POINT;

THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 279.60 feet to a POINT;

THENCE South 71 degrees 02 minutes 35 seconds East for a distance of 236.77 feet to a POINT;

Said property contains 1.50 acres more or less.

LOT 5:

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington,

Exhibit C

County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, Revised Sept. 21, 2009 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet** to an IPS 5/8" ROD on the southern right of way of US Highway 378; thence **South 19 degrees 34 minutes 40 seconds East for a distance of 57.84 feet** to an IPS 5/8" ROD on the western right of way of Charter Oak Road; thence **South 00 degrees 39 minutes 05 seconds West for a distance of 105.40 feet** to an IPS 5/8"; thence along a curve to the left having a radius of 2336.83 feet and an arc length of 189.93' feet, being subtended by a chord of South 01 degrees 40 minutes 35 seconds East for a distance of 189.88 feet to an IPS 5/8" ROD; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 90.97 feet** to an IPS 5/8" ROD; thence **North 85 degrees 59 minutes 40 seconds East for a distance of 12.00 feet** to an IPS 5/8" ROD; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 76.37 feet** to a point on the western right of way of Charter Oak Road being the POINT OF BEGINNING;

THENCE South 04 degrees 00 minutes 20 seconds East for a distance of 211.10 feet to a POINT;

THENCE South 84 degrees 16 minutes 15 seconds West for a distance of 175.68 feet to a POINT;

THENCE North 05 degrees 14 minutes 00 seconds West for a distance of 114.63 feet to a POINT;

THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 104.69 feet to a POINT;

THENCE North 84 degrees 16 minutes 15 seconds East for a distance of 140.14 feet to a POINT being the Point of Beginning;

Said property contains 0.82 acres more or less.

LOT 6:

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, Revised Sept. 21, 2009 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet** to an IPS 5/8" ROD on the southern right of way of US Highway 378; thence **South 19 degrees 34 minutes 40 seconds East for a distance of 57.84 feet** to an IPS 5/8" ROD on the western right of way of Charter Oak Road; thence **South 00 degrees 39 minutes 05 seconds West for a distance of 105.40 feet** to an IPS 5/8"; thence along a curve to the left having a radius of 2336.83 feet and an arc length of 79.34 feet, being subtended by a chord of South 00 degrees 19 minutes 50 seconds East for a distance of 79.34 feet to a point on the western right of way of Charter Oak Road being the POINT

OF BEGINNING;

THENCE along a curve to the left having a radius of 2336.83' feet and an arc length of 110.59 feet, being subtended by a chord of South 02 degrees 39 minutes 00 seconds East for a distance of 110.58 feet to an IPS 5/8" ROD;

THENCE South 04 degrees 00 minutes 20 seconds East for a distance of 90.97 feet to an IPS 5/8" ROD;

THENCE North 85 degrees 59 minutes 40 seconds East for a distance of 12.00 feet to an IPS 5/8" ROD 33'RW;

THENCE South 04 degrees 00 minutes 20 seconds East for a distance of 76.37 feet to a POINT;

THENCE South 84 degrees 16 minutes 15 seconds West for a distance of 140.14 feet to a POINT;

THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 104.69 feet to a POINT;

THENCE South 05 degrees 14 minutes 00 seconds East for a distance of 114.63' feet to a POINT;

THENCE South 29 degrees 12 minutes 25 seconds West for a distance of 56.12 feet to a POINT;
THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 398.97 feet to a POINT;

THENCE North 27 degrees 44 minutes 00 seconds West for a distance of 49.50 feet to a POINT;

THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 65.67 feet to a POINT;

THENCE North 27 degrees 44 minutes 00 seconds West for a distance of 28.28 feet to a POINT;

THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 136.29 feet to a POINT;

THENCE North 27 degrees 44 minutes 00 seconds West for a distance of 48.08 feet to a POINT;

THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 355.13 feet to a POINT;

THENCE North 27 degrees 44 minutes 00 seconds West for a distance of 22.63 feet to a POINT;

THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 196.25 feet to a POINT;

THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 272.61 feet to a POINT;

THENCE South 71 degrees 02 minutes 35 seconds East for a distance of 50.12 feet to a POINT;

THENCE South 17 degrees 17 minutes 05 seconds West for a distance of 189.59 feet to a POINT;

THENCE South 27 degrees 43 minutes 30 seconds East for a distance of 44.61 feet to a POINT;

THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 161.92 feet to a POINT;

THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 230.55 feet to a POINT;

**THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 349.65 feet to a POINT
being the Point of Beginning;**

Said property contains 8.38 acres more or less.

EXHIBIT D

Legal Description of the Access Drive Area

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina designated as a Private Access Easement and a portion of Lexington County tax map parcel 004200-03-072 and shown on a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008, last revised November 3, 2009 containing 14.34 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet** to an IPS 5/8" ROD on the southern right of way of US Highway 378, thence along a curve to the right having a radius of 3893.66 feet and an arc length of 414.20 feet, being subtended by a chord of **North 74 degrees 05 minutes 20 seconds West for a distance of 414.01 feet** to an IPS 5/8" ROD on the southern right of way of US 378; thence **North 71 degrees 02 minutes 35 seconds West for a distance of 271.02 feet** to an IPS 5/8" rod on the southern right of way of US Highway 378 being the POINT OF BEGINNING;

THENCE South 17 degrees 17 minutes 05 seconds West for a distance of 271.13 feet to a point; **THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 50.00 feet** to an IPS 5/8" rod;

THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 272.61 feet to an IPS 5/8" rod on the Southern right of way of US Highway 378;

THENCE South 71 degrees 02 minutes 35 seconds East for a distance of 50.12 feet to an IPS 5/8" rod being the Point of Beginning.

EXHIBIT E

Landscape Plan for the Detention Pond Easement Area prepared by David Albright & Associates, Inc. dated 9/14/09 including sheets L-1.1, C-5 and L-1.2

(see attached)

Exhibit E

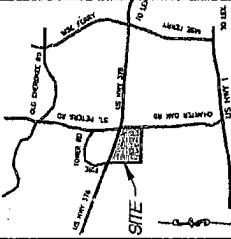
<p>EDENS & AVANT</p> <p>Habersom & Associates</p> <p>ASSOCIATE SURVEYORS</p> <p>2600 BIRMINGHAM ROAD, SUITE 200</p> <p>CHARLOTTE, NORTH CAROLINA</p> <p>336-222-0046</p> <p>336-222-0046</p> <p>336-222-0046</p>		<p>WEST LEXINGTON RETAIL CENTER</p> <p>EDENS & AVANT</p> <p>ASSOCIATE SURVEYORS</p> <p>2600 BIRMINGHAM ROAD, SUITE 200</p> <p>CHARLOTTE, NORTH CAROLINA</p> <p>336-222-0046</p> <p>336-222-0046</p> <p>336-222-0046</p>	
<p>GRID NORTH</p>  <p>LOCATION MAP</p>		<p>HWY. 74 AT CHARTER OAK ROAD</p> <p>COUNTY OF LEXINGTON, NORTH CAROLINA</p> <p>CHARTER OAK RD</p> <p>WEST LEXINGTON RETAIL CENTER</p> <p>EDENS & AVANT</p> <p>ASSOCIATE SURVEYORS</p> <p>2600 BIRMINGHAM ROAD, SUITE 200</p> <p>CHARLOTTE, NORTH CAROLINA</p> <p>336-222-0046</p> <p>336-222-0046</p> <p>336-222-0046</p>	
<p>378</p> <p>379</p> <p>380</p> <p>381</p> <p>382</p> <p>383</p> <p>384</p> <p>385</p> <p>386</p> <p>387</p> <p>388</p> <p>389</p> <p>390</p> <p>391</p> <p>392</p> <p>393</p> <p>394</p> <p>395</p> <p>396</p> <p>397</p> <p>398</p> <p>399</p> <p>400</p> <p>401</p> <p>402</p> <p>403</p> <p>404</p> <p>405</p> <p>406</p> <p>407</p> <p>408</p> <p>409</p> <p>410</p> <p>411</p> <p>412</p> <p>413</p> <p>414</p> <p>415</p> <p>416</p> <p>417</p> <p>418</p> <p>419</p> <p>420</p> <p>421</p> <p>422</p> <p>423</p> <p>424</p> <p>425</p> <p>426</p> <p>427</p> <p>428</p> <p>429</p> <p>430</p> <p>431</p> <p>432</p> <p>433</p> <p>434</p> <p>435</p> <p>436</p> <p>437</p> <p>438</p> <p>439</p> <p>440</p> <p>441</p> <p>442</p> <p>443</p> <p>444</p> <p>445</p> <p>446</p> <p>447</p> <p>448</p> <p>449</p> <p>450</p> <p>451</p> <p>452</p> <p>453</p> <p>454</p> <p>455</p> <p>456</p> <p>457</p> <p>458</p> <p>459</p> <p>460</p> <p>461</p> <p>462</p> <p>463</p> <p>464</p> <p>465</p> <p>466</p> <p>467</p> <p>468</p> 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EXHIBIT F

Legal Description of Detention Pond Easement Area

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet to an IPS 5/8" ROD** on the southern right of way of US Highway 378; thence **South 19 degrees 34 minutes 40 seconds East for a distance of 57.84 feet to an IPS 5/8" ROD** on the western right of way of Charter Oak Road; thence **South 00 degrees 39 minutes 05 seconds West for a distance of 105.40 feet to an IPS 5/8"**; thence along a curve to the left having a radius of 2336.83 feet and an arc length of 189.93 feet, being subtended by a chord of **South 01 degrees 40 minutes 35 seconds East for a distance of 189.88 feet to an IPS 5/8" ROD**; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 90.97 feet to an IPS 5/8" ROD**; thence **North 85 degrees 59 minutes 40 seconds East for a distance of 12.00 feet to an IPS 5/8" ROD**; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 287.46 feet to a point**; thence leaving the western right of way of Charter Oak Road **South 84 degrees 16 minutes 15 seconds West for a distance of 175.68 feet to a point**; thence **South 29 degrees 12 minutes 25 seconds West for a distance of 56.12 feet to a point** being the POINT OF BEGINNING;

THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 47.19 feet to a point;
THENCE South 62 degrees 16 minutes 00 seconds West for a distance of 65.25 feet to a point;
THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 360.52 feet to a point;
THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 24.24 feet to a point;
THENCE North 72 degrees 44 minutes 00 seconds West for a distance of 108.71 feet to a point;
THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 20.06 feet to a point;
THENCE North 72 degrees 44 minutes 05 seconds West for a distance of 70.00 feet to a point;
THENCE North 27 degrees 44 minutes 00 seconds West for a distance of 75.00 feet to a point;
THENCE North 17 degrees 16 minutes 00 seconds East for a distance of 185.00 feet to a point;
THENCE North 62 degrees 16 minutes 00 seconds East for a distance of 20.00 feet to a point;
THENCE South 27 degrees 44 minutes 00 seconds East for a distance of 48.08 feet to a point;
THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 136.29 feet to a point;
THENCE South 27 degrees 44 minutes 00 seconds East for a distance of 28.28 feet to a point;
THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 65.67 feet to a point;

THENCE South 27 degrees 44 minutes 00 seconds East for a distance of 49.50 feet to a point;

THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 398.97 feet to a point

Being The Point of Beginning.

Said property contains 1.9812 (86,300 square feet) acres more or less

EXHIBIT G

Legal Description of Detention Pond Outfall Easement Area

All that certain piece, parcel or lot of land, situate, lying and being West of the Town of Lexington, County of Lexington, State of South Carolina and a portion of Lexington County tax map parcel 004200-03-072 and a portion of a plat prepared by Carolina Surveying Services, Inc. dated November 3, 2008 containing 52.4212 acres and being more fully described as follows:

Commencing at the center line of U.S. Highway 378 and Charter Oak Road (SC Highway S-32-204), thence **South 46 degrees 32 minutes 40 seconds West for a distance of 90.52 feet** to an IPS 5/8" ROD on the southern right of way of US Highway 378; thence **South 19 degrees 34 minutes 40 seconds East for a distance of 57.84 feet** to an IPS 5/8" ROD on the western right of way of Charter Oak Road; thence **South 00 degrees 39 minutes 05 seconds West for a distance of 105.40 feet** to an IPS 5/8"; thence along a curve to the left having a **radius of 2336.83 feet and an arc length of 189.93 feet**, being subtended by a chord of **South 01 degrees 40 minutes 35 seconds East for a distance of 189.88 feet** to an IPS 5/8" ROD; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 90.97 feet** to an IPS 5/8" ROD; thence **North 85 degrees 59 minutes 40 seconds East for a distance of 12.00 feet** to an IPS 5/8" ROD; thence **South 04 degrees 00 minutes 20 seconds East for a distance of 287.46 feet** to a point; thence leaving the western right of way of Charter Oak Road **South 84 degrees 16 minutes 15 seconds West for a distance of 175.68 feet** to a point; thence **South 29 degrees 12 minutes 25 seconds West for a distance of 56.12 feet** to a point; thence **South 17 degrees 16 minutes 00 seconds West for a distance of 47.19 feet** to a point; thence **South 62 degrees 16 minutes 00 seconds West for a distance of 65.25 feet** to a point; thence **North 72 degrees 44 minutes 00 seconds West for a distance of 360.52 feet** to a point being the POINT OF BEGINNING;

THENCE South 17 degrees 16 minutes 00 seconds West for a distance of 119.89 feet to a point;
THENCE South 31 degrees 44 minutes 30 seconds West for a distance of 26.06 feet to a point;
THENCE North 58 degrees 15 minutes 30 seconds West for a distance of 167.03 feet to a point;
THENCE North 47 degrees 12 minutes 15 seconds East for a distance of 119.29 feet to a point;
THENCE South 72 degrees 44 minutes 00 seconds East for a distance of 108.71 feet to a point;

Said property contains 0.4105 acres (17,879 square feet) more or less

EXHIBIT H

Permitted Uses

Apparel and accessories stores (men's, women's, children's or combination)
Doctor's office and dental office
Chiropractic office (physical rehab)
Insurance agency
Greeting card store and gift shop
Tanning Salon
Nail Salon
Barber Shop
Hair Salon
Yoga or exercise salon
Tax preparation service store
Cellular or wireless phone/telecommunications store
Computer, software store and electronic games (sales, rentals, repairs)
Coffee cafe (such as Starbucks)
Jewelry store
UPS store type business (such as FedEx/Kinko's)
Sporting goods store (new and used)
Bank, savings and loan, credit union, or mortgage office
Residential real estate office
Arts and crafts studio and store or art supply store
Martial arts school
Optical store
Bicycle sales, repairs and rentals
Florist
Juice bar, frozen drink or smoothie store (subject, however, to the restaurant restrictions set forth in the Lease)
Liquor store
A specialty store selling wine so long as such store does not exceed 4,000 square feet and offers premium (higher end) wines that are not typically found in a Publix or similar supermarket
Shoe store
Hardware store
Formal wear rentals and sales
Home accessories
Furniture store
Beds and mattress store
Carpet, flooring and accessories store
Pet Store and/or pet supply stores (including bird, fish or aquarium stores)
Bridal shop
Electronics store
Financial advisors and brokerage

Paint store
Surf, ski & skateboard shop
Golf shop
Cigar and pipe shop; tobacco and cigarette shop
Kitchen wares and supply store
News shops
Book stores, music stores or video stores or any combination of the foregoing (subject to the adult entertainment/adult bookstore restrictions in the Lease)
Office supply store
Toy store
General merchandise store (except for a "Dollar" type store)
Beauty supply store (i.e.: Sally, ULTA, Beauty First)
Department store
Consignment shop
Nursing care
Art gallery
Physical therapy
Stationery store
Fabric store
Appliance store
Pottery store
Plant store (nursery)
Hobby/Games store (retail sale only)
Tire, battery, and auto store
Dry cleaner (pick-up/drop-off facility, not a plant)

A combination gas station and convenience food store operation, provided that the Floor Area devoted to the sale of food and beverage products shall not exceed 1,500 square feet; PROVIDED, HOWEVER, the foregoing shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Wal-Mart), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located.

Restaurants offering prepared ready-to-eat food items for consumption either on or off the premises, provided that if any such restaurant offers bagels and other items typically characterized as "bakery" items for sale and consumption off the premises, or if such restaurant operates as a delicatessen or sandwich shop type restaurant (but not a bakery), which offers take out service of "bakery" type items as an incidental part of its restaurant operation, equivalent to a Panera Bread or Atlanta Bread Company, then (A) at least seventy percent (70%) of the Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes, and (B) in no event shall said restaurant be allowed to sell meats or salads by the pound

The retail sale of food for off-premises consumption typically sold in a grocery supermarket (exclusive of perishable goods typically sold in a grocery supermarket) by any Occupant of premises of the adjacent property, but only to the extent the sale of such food items for off-premises consumption typically sold in a grocery supermarket constitute an ancillary, and not primary, use by such tenant of its premises, the Floor Area of such premises devoted to the sale thereof shall not exceed ten percent (10%) of the Floor Area of such premises devoted to retail sales area (as opposed to office, storage, or other uses).

EXHIBIT I

FORM OF SCDOT EASEMENT
(See Attached)

Exhibit I

THE STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

RIGHT OF WAY EASEMENT

Road/Route: SC Hwy S-32-204, Charter Oak Road
File:
Item:
Project:
PIN:
Tax Map Parcel: 004200-03-072

KNOW ALL MEN BY THESE PRESENTS, That I, **GEORGE ROBERT HENDRIX, JR.**, as Successor Trustee of the Trust under the Will of Carl O. Hendrix dated March 25, 1957, in consideration of the sum of Ten Dollars (\$10.00) to me in hand, and other valuable consideration at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, give, bargain, sell and release unto the said South Carolina Department of Transportation, its successors and assigns, an easement or right of way for the construction, improvement, operation and maintenance of slopes and for a drainage ditch and/or storm water culverts and other storm water related drainage facilities appurtenant to the operation a public road known as a State Highway S-32-204, Charter Oak Road, State and County aforesaid, upon and across land which I own, in whole or in part, and within the area depicted as "10' Foot SCDOT Drainage Easement Along R/W" as depicted and described on that certain plan entitled "_____", dated December ___, 2009 (the "Plan"), a copy of which is attached hereto as Exhibit A, together with, all and singular the rights, members hereditaments, and appurtenances therunto belonging or in any way incident or appertaining. The Grantor expressly recognizes the possibility that the property herein may be used in the future by public utility or others granted the statutory right to use the right of way.

SPECIAL PROVISIONS:

The above consideration is for such easement over all that certain parcel of land containing ____ acres, more or less, and all improvements thereon, including damages, if any, owned by George Robert Hendrix, Jr., as Successor Trustee of the Trust under the Will of Carl O. Hendrix dated March 25, 1957, shown as the "as "10' Foot SCDOT Drainage Easement Along R/W" as depicted and described on said Plan. This being a portion of the property acquired from Ora Lee D. Hendrix as former Trustee of the Trust under the Will of Carl O. Hendrix dated March 25, 1957 by Quit-Claim Deed recorded October 10, 2007 in Book 12394, page 90 in the office of the Register of Deeds for Lexington County, South Carolina and shown as Tax Map No. 004200-03-072.

TO HAVE AND TO HOLD, all and singular, the said easement or right of way and the rights hereinabove granted unto the said South Carolina Department of Transportation, its successors and assigns forever for a drainage easement for a public road, highway, other public transportation purposes.

It is agreed that buildings, fences, signs or other obstructions will not be erected by me, my heirs, assigns or administrators within the limits of the right of way herein conveyed and that such buildings and fences are now within the right of way herein conveyed will be moved from the right of way and restored in as good condition as before moving at the expense of the South Carolina Department of Transportation.

IN WITNESS WHEREOF, I have hereunto set my hands and sealed this _____ day of _____, in the year of our Lord, Two Thousand and Nine.

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that George Robert Hendrix, Jr., as Successor Trustee of the Trust under the Will of Carl O. Hendrix dated March 25, 1957, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated in such instrument and he is personally known to me or presented _____ as identification.

Witness my hand and official seal this _____ day of _____, 2009

NOTARY PUBLIC

My Commission Expires: _____

[SEAL]

EXHIBIT A

(See attached)