
INFRASTRUCTURE CREDIT AGREEMENT

between

GREENVILLE COUNTY, SOUTH CAROLINA

and

ENCORE OF GREENVILLE, LLC
SAMPSON REAL ESTATE LLC
South Carolina limited liability companies

Dated as of June 19, 2012

TABLE OF CONTENTS

	Page
ARTICLE I	
1.01. Definitions.....	2
ARTICLE II	
2.01. Representations by the County.....	4
2.02. Representations by the Company.....	5
2.03. Covenants of County.....	5
ARTICLE III	
3.01. Payment of Costs of Infrastructure.....	6
3.02. Completion of Infrastructure.....	6
3.03. Infrastructure Credits	6
ARTICLE IV	
4.01. Documents to be Provided by County.....	7
4.02. Transfers of Project.....	8
4.03. Assignment by County.....	8
ARTICLE V	
5.01. Creation of Security Interest.....	8
5.02. Indebtedness Secured.....	9
ARTICLE VI	
6.01. Events of Default.....	8
6.02. Legal Proceedings by Company.....	8
6.03. Remedies of the County.....	9
6.04. Remedies Not Exclusive.....	9
6.05. Nonwaiver.....	9
ARTICLE VII	
7.01. Successors and Assigns.....	9
7.02. Provisions of Agreement for Sole Benefit of County and Company	9
7.03. Severability.....	10
7.04. No Liability for Personnel of County or Company.....	10
7.05. Notices.....	10
7.06. Applicable Law.....	10
7.07. Counterparts.....	10
7.08. Amendments.....	10
7.09. Waiver.....	11
SIGNATURES AND SEALS	
EXHIBITS A & B	

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of June 19, 2012 (the "Agreement"), between GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and ENCORE OF GREENVILLE, LLC and SAMPSON REAL ESTATE LLC, limited liability companies organized and existing under the laws of the State of South Carolina (collectively, the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used in a reconditioning service business in order to enhance the economic development of the County; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of May 15, 2012, between the Company and the County, the Company has determined that it intends to develop, construct, or cause to be acquired, constructed, furnished, renovated, installed, placed in service and equipped, land, buildings, improvements, machinery and equipment, on the tract of land described on the attached Exhibit A (the land as so improved by such facilities and including such personal property as may be located thereon is hereinafter referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve an investment of not less than \$3,900,000 in qualifying taxable investment in the County the Project in the County and the creation of a minimum of 89 new full-time jobs, all by not later than December 31, 2016; and

WHEREAS, the County and Laurens County have established a joint county industrial business park (the "Park") by entering into a Master Agreement Governing the Octagon Industrial Park dated as of September 1, 2010, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, The County has (i) included the Project site in the Park and (ii) is providing herein an infrastructure credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to twenty percent (20%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the Park Agreement for five (5) years, beginning with investment made in calendar years 2012; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Greenville County (the "Greenville Fee Payments") and to Laurens County (the "Laurens Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on June 19, 2012, following a public hearing held on June 5, 2012, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29 and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

"Company" shall mean collectively Encore of Greenville, LLC and Sampson Real Estate LLC, their successors and assigns.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that

may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“*County*” shall mean Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*Event of Default*” shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

“*Financing Statement*” shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

“*Greenville Fee Payments*” shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Laurens County.

“*Infrastructure*” shall mean such of the Project’s real estate, buildings, site improvements internal roads, parking and all improvements thereon, machinery, equipment and other personal property, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

“*Infrastructure Credit*” shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

“*Investment Requirement*” shall have the meaning ascribed to such term in Section 2.02(e) of this Agreement.

“*Job Requirement*” shall have the meaning ascribed to such term in Section 2.02(e) of this Agreement.

“*Ordinance*” shall mean the ordinance enacted by the County Council on June 19, 2012 authorizing the execution and delivery of this Agreement.

“*Park*” shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

“*Park Agreement*” shall mean the Master Agreement Governing the Octagon Industrial Park between the County and Laurens County, South Carolina dated as of September 1,

2010 and as amended or supplemented from time to time.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Premises*” shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(d) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be

used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a South Carolina limited liability company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County.

(e) The Company will invest not less than Three Million Nine Hundred Thousand Dollars (\$3,900,000) in the Project (the "Investment Requirement") and create a minimum of 89 new full-time jobs (the "Jobs Requirement"), all prior to December 31, 2016. If the Company fails to meet the Job Requirement and/or the Investment Requirement, the Company shall be required to repay a portion of Infrastructure Credit as follows: The Company will be required to repay a pro-rata amount of the Infrastructure Credit actually given to the Company under this Agreement based on the actual number of jobs created and/or investment level achieved as of the December 31, 2016. Pro rata repayment for failure to meet the Job Requirement or the Investment Requirement will be calculated independently with each calculation based on 50% of the Infrastructure Credit given to the Company under this Agreement. Any repayments due hereunder as a result of the failure to satisfy the Job Requirement and/or the Investment Requirement are due and payable within 30 days after written demand by the County to the Company.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it

will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Notice and Other Obligations of the Company. Recognizing that the cumulative amount of Infrastructure Credits to be received hereunder may not at any time exceed the actual amount of investment as of such time by the Company in the Infrastructure, the Company agrees to provide written notice to the County, on or before April 1 of each year (beginning April 1, 2013 and ending April 1, 2017) of the amount of investment in the Infrastructure made during the preceding calendar year, including a cumulative tally of all Infrastructure investment made through the end of such calendar year. Further, the Company shall provide as of April 1, 2017 evidence satisfactory to the County that the Company has met and maintained the Investment Requirement and the Job Requirement as of December 31, 2016.

SECTION 3.03. Infrastructure Credits.

(a) Subject to the provisions of paragraph (b) of this Section 3.03, commencing with the payment of the fee in lieu of tax payments for the Project in the Park finally due from the Company to Greenville County on January 15, 2014, and continuing for a period of four (4) years thereafter (for a total of five (5) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 20% of the Greenville Fee Payments. The Infrastructure Credit shall be taken as an offset against the Greenville Fee Payments in each of the years due. The Company is therefore entitled to make a payment to the County, and the County will accept such payment for a period of five (5) years, equal to 20% of the Greenville Fee Payment which would be due in the absence of this Agreement.

(b) If the Company fails to meet the Job Requirement and/or the Investment Requirement, the Company shall be required to repay a portion of Infrastructure Credit actually given to the Company as follows: The Company will be required to repay a pro-rata amount of the Infrastructure Credit actually given to the Company under this Agreement based on the actual number of jobs created and/or investment level achieved as of the December 31, 2016. Pro rata repayment for failure to meet the Job Requirement or the Investment Requirement will be calculated independently with each calculation based on 50% of the Infrastructure Credit given to the Company under this Agreement. Any repayments due from the Company as a result of the failure to satisfy the Job Requirement and/or the Investment Requirement are due and payable within 30 days after written demand by the County to the Company.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE GREENVILLE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Greenville Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Greenville Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full

force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Greenville Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Infrastructure Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, or shall fail to make the investments or create the jobs cited in Section 2.02(e), hereof, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit at law to enforce the contractual agreement contained herein,
- (c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the

Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected officials, member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

- (a) if to the County: Greenville County, South Carolina
301 University Ridge, Suite 2400
Greenville, South Carolina 29601
Attention: County Administrator

- (b) if to the Company: Encore of Greenville, LLC
7021 Augusta Road
Greenville, South Carolina 29605

The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Greenville County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Encore of Greenville, LLC and Sampson Real Estate LLC have caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council
Greenville County, South Carolina

By: _____
County Administrator
Greenville County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Greenville County, South Carolina

ENCORE OF GREENVILLE, LLC

By: _____
Print Name: _____
Its: _____

SAMPSON REAL ESTATE LLC

By: _____
Print Name: _____
Its: _____

EXHIBIT A
LAND DESCRIPTION

All that certain piece, parcel or lot of land located in the County of Greenville, State of south Carolina, lying and being on the eastern side of Augusta Road (S.C. Highway 25) and being shown on a 4.58 acre tract on a topographic survey by Freeland & Associates entitled "Potter-Shackleford Construction Co., Inc.," and being more recently shown on a plat of survey entitled "As-Built Survey for Loomis Partnership," dated January 9, 2008, prepared by SDI Site Design, Inc., and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1061 at Page 62; and having, according to said more recent plat, the following metes and bounds to-wit:

BEGINNING at an iron pin, said iron pin being located 1,399.8 feet, more or less, in a northerly direction from Donaldson Road at the joint corner of property N/F Fenrich Industries and shown on the Greenville County Tax Maps as TMS #0401000203701, and running thence N. 13°46'34" E. 92.57 feet to an iron pin; thence N. 76°18'05" W. 14.96 feet to an iron pin; thence N. 13°56'55" E. 357.66 feet to an iron pin; thence turning and running along property N/F Orders Reality Company, Inc. and shown on the Greenville County Tax Maps as TMS #0401000203700, S. 13°50'10" W. 447.81 feet to an iron in; thence turning and running along property N/F Fenrich Industries and shown on the Greenville County Tax Maps as TMS #0401000203701, N. 66°50'00" W. 440.24 feet to an iron pin, the point of beginning.

Greenville County, South Carolina Tax Map. No. 0401.00-02-037.02

**EXHIBIT B
INFRASTRUCTURE**

Such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, machinery, equipment and other personal property, as are permitted under the Act, whether owned by the Company or not.

xxx

00542833.2DOCX