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WHEREAS, Ball deems it essential, for purposes of entering into said Land Sale Agreement, to receive assurances and commitments from U. S. Shelter Corporation with respect to certain permanent easements, licenses and rights-of-way necessary to the construction and operation by Ball of its plastic manufacturing plant including multiple buildings and office facilities (hereinafter "plastic manufacturing plant").

NOW, THEREFORE, in consideration of the mutual promises of the parties herein, and further consideration of Five Hundred Dollars (\$500) paid by Ball to U. S. Shelter, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties do hereby agree as follows:

1. U. S. Shelter agrees to grant to Ball and/or its designees at no additional cost to Ball and/or its designees:

(A) Permanent easements, licenses and/or rights-of-way on, in and over real property within the I-85 North Industrial Center, for the installation, use and maintenance of water, sewer, natural gas, electric, telephone and other utilities for the premises;

(B) Permanent easements, licenses and/or rights-of-way, for the drainage of water into the Enoree River; and

(C) Permanent easements, licenses and/or rights-of-way for the drainage of surface water from the plastics manufacturing plant and related improvements to be