

EASEMENT AGREEMENTFILED
GREENVILLE, SC

THIS EASEMENT AGREEMENT (the "Easement") is made and entered into this 21st day of May, 1999, by and between ENIGMA CORPORATION ("Enigma"), as the purchaser and owner of that certain property along the westerly right-of-way of Augusta Road - U.S. Highway 25 in Greenville County, South Carolina, described more particularly on Exhibit "A" attached hereto and incorporated herein (the "Enigma Property") and W. MARSHALL GREEN, JR. and ROBERT D. GREEN (collectively, "Green"), as the owner and holder of that certain abutting property lying to the south of the Enigma Property (the "Green Property").

RECITALS

Green has conveyed to Enigma herewith the Enigma Property in return for which Enigma has agreed to grant to Green a permanent non-exclusive easement over a twenty-four (24') foot wide portion of the Enigma Property abutting the new right-of-way of Augusta Road - U.S. Highway 25, which shall extend from the Green Property to Enigma's initial curb cut along Augusta Road - U.S. Highway 25, for access, ingress and egress between the Green Property and Augusta Road at said curb cut.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and provisions set forth hereinafter, Enigma and Green hereby agree as follows:

1. Grant of Easement For Access, Ingress, and Egress. Enigma hereby grants, bargains, sells and conveys unto Green, their heirs, successors and assigns, a permanent non-exclusive easement for vehicular ingress and egress over, upon and across that portion of the Enigma Property which runs along the edge of and parallel to the curvature of the new westerly right-of-way of Augusta Road -U.S. Highway 25, with said easement having a uniform width of twenty-four (24') feet, and extending from the Green Property on the south to and including the initial curb cut on the Enigma Property which provides access to and from the Enigma Property onto Augusta Road -U.S. Highway 25. Should Enigma subsequently secure any additional curb cuts upon the Enigma Property, the foregoing easement shall extend to the usage of such additional curb cuts, provided only that said easement will not interfere with the use of the Enigma Property which may at such time or at any time thereafter be improved with buildings or structures of any nature. The easement granted herein shall run with the land, shall be binding upon and inure to the benefit of the owners of the Enigma Property and the Green Property, their heirs, successors and assigns, and shall be used by Green, their heirs, successors and assigns, in common with the non-exclusive and co-equal rights, uses, privileges and easements retained by and/or hereby granted by Enigma for the same purposes for the benefit of itself, its successors and assigns, and any current and future owners and tenants of all or any portion of the Enigma Property.

2. Construction; Maintenance. Enigma shall pave the above-described easement parcel in conjunction with and as a function of its construction of its anticipated facilities upon the Enigma Property to a grade and quality sufficient to accommodate the projected and anticipated

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usage thereof by the parties hereto. Following construction thereof, Enigma (or its designee) shall retain the responsibility for maintaining the easement parcel in good condition and repair.

3. Rules and Regulations. Enigma shall have the right to enact and publish from time to time reasonable rules and regulations governing the conduct, usage and operation of the easement premises.

4. Reservation of Rights for Utilities. Enigma reserves the exclusive right at any time hereafter to grant easements, rights-of-way, licenses or consents over, under or across the aforesaid easement premises for the construction, operation and maintenance of public, quasi-public or private power, sanitary sewer, water, gas, storm drainage, or any other utility systems, lines and appurtenance to serve the Green Property and/or the Enigma Property, together with the rights of ingress and egress to repair and maintain the same, provided only that such easements shall not (other than temporarily) impair or interfere with the easements granted herein.

5. Enforcement. This Easement Agreement shall be enforceable by Enigma, Green, their heirs, successors and assigns, and any other persons who may hereafter be granted any rights and easements in and to the easement premises described herein, with such enforcement to be by any means allowable at law or in equity. If any such claim shall be asserted against Enigma, such claimant shall have recourse solely to Enigma's interest in the Enigma Property.

6. Amendment or Modification. The provisions of this Easement Agreement may be amended, modified, released or waived, in whole or in part, only by written agreement of Enigma, Green, their heirs, successors or assigns, and such other persons who may then have any rights and/or easements in and to the use of the easement premises.

Executed on the day and year first written above.

Witnesses:

W. Lindsey Smith
Patricia P. Wilhoit

Tracy A. Roy
Patricia P. Wilhoit

Tracy D. Roy
Patricia P. Wilhoit

ENIGMA CORPORATION

BY:

TITLE:

W. Marshall Green, Jr.
 W. MARSHALL GREEN, JR.

Robert D. Green
 ROBERT D. GREEN

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, W. Lindsay Smith, a Notary Public in and for the County and State
 aforesaid, certify that Richard Phipps, the duly authorized Vice President of
 Enigma Corporation, personally appeared before me this day and acknowledged the execution of
 the foregoing instrument.

WITNESS my hand and official stamp or seal this 21 day of May, 1999.

W. Lindsay Smith
 Notary Public for South Carolina
 My Commission Expires: 8-15-07

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, Patricia P. Whitworth, a Notary Public in and for the County and State
 aforesaid, certify that W. Marshall Green, Jr. and Robert D. Green personally appeared before
 me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 6th day of ^{October}~~May~~, 1999.

Patricia P. Whitworth
 Notary Public for South Carolina
 My Commission Expires: 3-25-2003

Exhibit "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, lying along the westerly edge of the right-of-way of Augusta Road – U.S. Hwy 25, containing 1.721 acres (74,961 sq. ft.) as shown on a survey entitled "Survey for Engima Corporation", dated April 14, 1999 and recorded in the Register of Deeds Office for Greenville County in Plat Book 40-H at Page 40. Reference is hereby made to said plat for a metes and bounds description thereof.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 11:39 AM
10 06 99 RECORDED IN DEED
BOOK 1871 PAGE 0272 THRU 0275
DOC # 1999086317

Judy A. Hill