

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

CSL Plasma, Inc.
Attn: Real Estate Manager
900 Broken Sound Parkway, Suite 400
Boca Raton, FL 33487

WITH A CONFORMED COPY TO:

CSL Behring, LLC
Attn: General Counsel
1020 First Avenue
King of Prussia, PA 19406

WAIVER OF RIGHT OF ANNEXATION

THIS WAIVER OF RIGHT OF ANNEXATION ("Waiver") is entered into as of this _____ day of July, 2015, by the CITY OF SAN LUIS, an Arizona municipal corporation ("San Luis").

WITNESSETH

WHEREAS, Michael Zaczek and Candy Bermejo, husband and wife (collectively hereinafter "Zaczek") is the owner of that certain tract of land in Yuma County, Arizona, which is more particularly described in Exhibit "A" attached hereto ("Lot 6A"); and

WHEREAS, Lot 6A is encumbered by that certain Declaration of Restrictions and Grant of Easements, dated November 5, 1992 (the "Declaration"), executed by San Luis and Megafoods Real Estate, Inc., and recorded in Deed Book 1835, Page 421, in the records of Yuma County, Arizona; and

WHEREAS, Lot 6A is part of the "Annexation Property", as such term is defined in the Declaration; and

WHEREAS, San Luis is the owner of that certain tract of land in Yuma County, Arizona, and more particularly described on Exhibit "B" attached hereto ("Parcel 2"); and

WHEREAS, San Luis, as successor in interest, was subject to the terms and conditions of that certain Waiver of Right of Annexation dated December 14, 2004 recorded at Fee No. 2005-04315, in the records of Yuma County, Arizona (the "Dollar General Waiver") until such time as (a) the Dollar General Lease has terminated or expired, as is more particularly described in Paragraph 3 of the Dollar General Waiver, or (b) the date on which Dollar General or its assigns ceases to operate a store on Lot 6A; and

WHEREAS, on March 31, 2015, the Dollar General Lease expired and Dollar General ceased operating a store on Lot 6A.

WHEREAS, pursuant to the terms of Section 1.4 of the Declaration, San Luis, or its successors in interest, as the owner of Parcel 2, has the right to annex Lot 6A into the "Shopping Center" (as defined in the Declaration); and

WHEREAS, as Zaczek desires to enter into the CSL Lease, as is more particularly described in Paragraph 3 below, with CSL Plasma, Inc., a Delaware corporation ("CSL") for CSL to lease Lot 6A for the purposes of operating a blood or plasma collection center; and

WHEREAS, as a material inducement to CSL to enter into the CSL Lease, Zaczek is requesting that San Luis waive its right to annex Lot 6A into the Shopping Center pursuant to the terms set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the CSL Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by San Luis, San Luis does hereby make the following covenants and restrictions, and does hereby declare that Parcel 2 is hereby subjected to the following covenants and restrictions, and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants and restrictions hereinafter set forth. Every grantee of any interest in Parcel 2, by acceptance of a deed or other conveyance of such interest shall take subject to this Waiver and to the covenants and restrictions set forth herein, and shall be deemed to have assented to such covenants and restrictions.

1. San Luis, on behalf of itself and its successors and assigns, as owner of Parcel 2, hereby waives its right to annex Lot 6A into the Shopping Center, whether pursuant to Section 1.4 of the Declaration or otherwise, at any time between the date hereof and the "Lease Expiration" (as hereinafter defined). San Luis shall not at any time between the date hereof and the Lease Expiration take any action that would cause or permit Lot 6A to be annexed into the Shopping Center pursuant to the Declaration including, but not limited to, the execution and recording of a Declaration of Annexation for Lot 6A.

2. In the event San Luis, its successor or assigns, elects to annex Lot 6A into the Shopping Center after the Lease Expiration, any such annexation shall be subject to the condition that the owner of Lot 6A shall not be required to obtain any approval under the Declaration for any construction, reconstruction, modification or alteration of any improvements on Lot 6A, nor shall any such construction, reconstruction, modification or alteration be subject to the requirements of any site plan or drawing incorporated in, or deemed a part of, the Declaration. Any Declaration of Annexation executed by San Luis, its successor or assigns, shall expressly set forth the condition set forth in this Paragraph 2.

3. As used herein, (i) "CSL Lease" shall mean that certain Lease Agreement dated July _____, 2015, between Zaczek, as "Lessor" therein, and CSL, as "Lessee" therein, by which CSL shall lease Lot 6A for the operation of a blood or plasma collection center, and (ii) "Lease Expiration" shall mean the later of the date on which the CSL Lease has terminated or expired, or the date on which CSL or its assigns ceases to operate a blood or plasma collection center on Lot 6A.

4. The covenants set forth herein shall run with the land and shall be binding upon San Luis and its legal representatives, assigns, successors in title and successors in interest. The covenants set forth herein are for the benefit of Zaczek, as owners of Lot 6A, and CSL and their respective legal representatives, assigns, successors in title and successors in interest, and may be enforceable by any thereof.

IN WITNESS WHEREOF, the City of San Luis, an Arizona Municipal Corporation has executed this Waiver as of the day and year set forth above.

SAN LUIS:

CITY OF SAN LUIS, an Arizona Municipal Corporation

By: _____
Gerardo Sanchez, Mayor

ATTEST:

By: _____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

By: _____
Glenn, Gimbut, City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Gerardo Sanchez, Mayor of the City of San Luis, an Arizona municipal corporation.

My Commission Expires:

By: _____
Notary Public

EXHIBIT"A"

Lot 6A, Dollar General Lot Split, according to Book 20 of Plats, Page 85, being a portion of Lots 6 and 7, San Luis Plaza, according to Book 13 of Plats, pages 6 and 7, records of Yuma County, Arizona.

EXHIBIT"B"

Lot 2, SAN LUIS PLAZA, according to the Plat of Record, Book 13 of Plats, Pages 6 and 7, records of Yuma County, Arizona.