

ASB Property and the Cawthorne Property, collectively the “Lots”, and each individually sometimes a “Lot”); and

WHEREAS, the ASB Property and the Lidl Property shall be joined by a 24’ driveway to be constructed between upon the ASB Property and Lidl Property (the “Driveway Area”) providing for mutual ingress, egress, and regress between the Lots and Dr. Calvin Jones Highway (a/k/a Highway 98 Bypass). The portion of the driveway on the Lidl Property shown hatched on **Exhibit D** attached hereto shall be known as the “Lidl Driveway Area” and the portion of the driveway on the ASB Property shown cross-hatched on **Exhibit D** attached hereto shall be known as the “ASB Driveway Area”); and

WHEREAS, the parties desire to grant to each other easements to use the portion of the Driveway Area located on their respective properties, subject to the terms hereof.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the premises, and the mutual covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. **Grant of Easements.** ASB hereby grants to Lidl, its successors and assigns, for the benefit of the Lidl Property, a non-exclusive, perpetual easement running with the title to the land of the Lidl Property over, across and through the ASB Driveway Area and future drive aisles and driveways installed in the future on the ASB Property for the purpose of pedestrian and vehicular ingress and egress to and from Lidl Property to Dr. Calvin Jones Highway by Lidl, its guests, invitees, tenants, agents, employees and contractors. The easement granted hereby shall expressly exclude any right of Lidl to use the ASB Driveway Area or any portion of the ASB Property for parking, garbage containers, or other uses that might interfere with the free flow of traffic thereon. ASB, on behalf of itself and its successors and assigns, expressly reserves the right to use the ASB Driveway Area for any purposes not in conflict with the exercise of the access easement rights conveyed herein, including but not limited to the right to use, and to grant to others the right to use, the ASB Driveway Area and the right to grant utility easements over, under, upon and across the ASB Driveway Area.

ASB hereby grants to Cawthorne, its successors and assigns, for the benefit of the Cawthorne Property, a non-exclusive, perpetual easement running with the title to the land of the Cawthorne Property over, across and through the ASB Driveway Area for the purpose of pedestrian and vehicular ingress and egress to and from Cawthorne Property by Cawthorne, its guests, invitees, tenants, agents, employees and contractors. The easement granted hereby shall expressly exclude any right of Cawthorne to use the ASB Driveway Area for parking, garbage containers, or other uses that might interfere with the free flow of traffic thereon. ASB, on behalf of itself and its successors and assigns, expressly reserves the right to use the ASB Driveway Area for any purposes not in conflict with the exercise of the access easement rights conveyed herein, including but not limited to the right to use, and to grant to others the right to use, the ASB Driveway Area and the right to grant utility easements over, under, upon and across the ASB Driveway Area.

Lidl hereby grants to ASB, its successors and assigns, for the benefit of the ASB Property, a non-exclusive, perpetual easement running with the title to the land of the ASB Property over, across and through the Lidl Driveway Area for the purpose of pedestrian and vehicular ingress and egress to and from the ASB Property by ASB, its guests, invitees, tenants, agents, employees and contractors. The easement granted hereby shall expressly exclude any right of ASB to use the Lidl Driveway Area for parking, garbage containers, or other uses that might interfere with the free flow of traffic thereon. Lidl, on behalf of itself and its successors and assigns, expressly reserves the right to use the Lidl Driveway Area for any purposes not in conflict with the exercise of the access easement rights conveyed herein, including but not limited to the right to use, and to grant to others the right to use, the Lidl Driveway Area and the right to grant utility easements over, under, upon and across the Lidl Driveway Area.

Lidl hereby grants to Cawthorne, its successors and assigns, for the benefit of the Cawthorne Property, a non-exclusive, perpetual easement running with the title to the land of the Cawthorne Property over, across and through the Lidl Driveway Area for the purpose of pedestrian and vehicular ingress and egress to and from the Cawthorne Property by ASB, its guests, invitees, tenants, agents, employees and contractors. The easement granted hereby shall expressly exclude any right of Cawthorne to use the Lidl Driveway Area for parking, garbage containers, or other uses that might interfere with the free flow of traffic thereon. Lidl, on behalf of itself and its successors and assigns, expressly reserves the right to use the Lidl Driveway Area for any purposes not in conflict with the exercise of the access easement rights conveyed herein, including but not limited to the right to use, and to grant to others the right to use, the Lidl Driveway Area and the right to grant utility easements over, under, upon and across the Lidl Driveway Area.

2. **Installation of New Driveway.** At such time as Lidl commences construction of improvements on the Lidl Property, but in no event later than December 31, 2018 (the "Construction Commencement Date"), Lidl shall concurrently install the driveway and associated improvements within the Lidl Driveway Area and ASB Driveway Area approximately as shown hatched and cross-hatched on the Site Plan attached hereto as **Exhibit D** (the "Driveway Improvements"). The Driveway Improvements shall be installed, at Lidl's sole cost and expense, using new and good materials, in compliance with all applicable laws, and all contractors performing such work shall be licensed and insured with insurance that is customary for contractors performing similar work. In the event that Lidl fails to commence construction of the Driveway Improvements by the Construction Commencement Date and ASB desires to construct improvements on the ASB Property, ASB shall have the right, but not the obligation, to construct the Driveway Improvements. Prior to commencement of the construction of the Driveway Improvements, ASB shall provide Lidl with copies of bids, plans and specifications and proposed construction contracts submitted by contractors to perform the work (each a "Bid" and collectively the "Bids"). Upon receipt of each Bid from ASB, Lidl shall have ten (10) business days after receipt to review and approve or disapprove the same. If Lidl disapproves of a Bid, ASB shall obtain alternate or revised bids for the work to be performed and submit them to Lidl for approval or disapproval. If Lidl fails to approve or disapprove of a Bid or alternative or revised bids within the ten (10) business days after receipt, Lidl shall be deemed to have disapproved the Bid. Upon approval of the Bid(s) by Lidl, ASB shall have the right to execute construction contracts consistent with the approved Bid(s) with such contractors. The Driveway Improvements shall thereafter be installed by contractors engaged by ASB using new and good materials, in

compliance with all applicable laws, and all contractors performing such work shall be licensed and insured with insurance that is customary for contractors performing similar work. Upon completion by ASB of the Driveway Improvements and upon the receipt by Lidl of (1) unconditional lien waivers from all contractors, subcontractors, suppliers, materialmen and other persons protected by applicable lien law for all work performed, (2) a certificate of completion of the construction work pursuant to the construction contract executed by ASB, (3) an invoice from the contractor for the work completed, (4) an as-built survey confirming the Driveway Improvements do not encroach on any easements, rights-of-way and are in compliance with applicable laws and ordinances, and (5) evidence of approval by the permitting municipality signifying that all construction has been inspected and meets all applicable codes, Lidl (or the then owner of the Lidl Property) shall reimburse ASB for the invoiced amounts for the construction of the Driveway Improvements within thirty (30) days after its receipt of its receipt of written invoice therefor accompanied by reasonable backup to evidence costs incurred. The foregoing notwithstanding, nothing in this Agreement shall obligate ASB to construct any portions of the Driveway Improvements and associated offsite improvements which are located within the public right-of-way for Dr. Calvin Jones Highway.

3. **Temporary Construction Easement to Lidl.** Subject to the terms hereof, ASB hereby grants and conveys to Lidl, its successors and assigns, a temporary, non-exclusive construction easement over, across and in the ASB Driveway Area and other reasonable portions of the ASB Property for the purposes of constructing the Driveway Improvements within the Driveway Area (the "Temporary Construction Easement"). The Temporary Construction Easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress and regress for the movement of all building materials and equipment needed for such construction activities; provided, however, that such Temporary Construction Easement shall not include any rights for construction materials or equipment storage or for construction parking unless specifically agreed in writing by ASB. Lidl shall exercise its rights under this Temporary Construction Easement in a manner that minimizes interference with ASB and its successors and assigns use and enjoyment of the ASB Property. The Temporary Construction Easement shall automatically expire upon Lidl's completion of the Driveway Improvements as provided herein.

4. **Temporary Construction Easement to ASB.** Subject to the terms hereof and in the event of the ASB elects to exercise its right to install the Driveway Improvements pursuant to Section 2 of this Agreement, Lidl hereby grants and conveys to ASB, its successors and assigns, a temporary, non-exclusive construction easement over, across and in the Lidl Driveway Area and other reasonable portions of the Lidl Property for the purposes of constructing the Driveway Improvements within the Driveway Area (the "ASB Temporary Construction Easement"). The ASB Temporary Construction Easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress and regress for the movement of all building materials and equipment needed for such construction activities; provided, however, that such ASB Temporary Construction Easement shall not include any rights for construction materials or equipment storage or for construction parking unless specifically agreed in writing by Lidl. ASB shall exercise its rights under this ASB Temporary Construction Easement in a manner that minimizes interference with Lidl and its successors and assigns use and enjoyment of the Lidl Property. The ASB Temporary Construction Easement shall automatically expire upon ASB's completion of the Driveway Improvements as provided herein.

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5. **Maintenance.** Lidl shall have the right and obligation to maintain and repair the Driveway Improvements within the Lidl Driveway Area in good repair and condition. ASB shall have the right and obligation to maintain and repair the Driveway Improvements within the ASB Driveway Area and future drive aisles and driveways installed upon the ASB Property in good repair and condition.

6. **Utility Easements.** The easements granted hereby shall be subject to the terms and conditions of any pre-existing electrical or other utility easements encumbering the Driveway Area.

7. **Damage to Driveway Improvements - No Excess Weight.** Any construction traffic to and from the ASB Property shall use alternative means of access to the ASB Property instead of the Driveway Improvements to the extent such alternative access is reasonably available. Use by heavy vehicles or equipment that exceeds the load capacity of the Driveway Improvements shall be prohibited. During any construction on the ASB Property, ASB shall (i) take all necessary steps to reduce mud, dirt and debris on the Driveway Improvements caused or related to such construction, and (ii) cause its contractor(s) to keep the Driveway Improvements reasonably clean and free from dirt, mud and debris resulting from such construction traffic or construction on the ASB Property. If ASB or any of its agents, employees, contractors, tenants, representatives or invitees causes any damage (excluding ordinary wear and tear, but including any damage caused by construction vehicles) to the Driveway Improvements or other improvements within the Easement Area, ASB shall, at Lidl's option, either (i) repair such damage at its sole cost and expense, or (ii) reimburse Lidl for all costs and expenses Lidl incurs to repair such damage. ASB shall tender any amounts it owes to Lidl under this section within thirty (30) days after its receipt of Lidl's written invoice therefor accompanied by reasonable backup to evidence costs incurred.

8. **Insurance.** Throughout the term of this Agreement, each owner of a Lot shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 9 herein), death or property damage occurring upon such owner's Lot, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00), including umbrella coverage, if any, and naming each other Lot owner (provided the owner obtaining such insurance has been provided with the name of such other owners in the event of a change thereof) as an additional insured.

9. **Indemnity.** Each Lot owner shall, with respect to its Lot, comply with all provisions of this Agreement and all applicable laws and shall pay, reimburse, indemnify, defend, and hold each other Lot owner harmless from and against all claims, demands, actions, losses, actual damages (excluding consequential and punitive damages), liabilities and expenses (including reasonable attorneys' fees) arising out of, or in any way related to, an owner's failure to comply with all provisions of this Agreement and all applicable laws. Further, each Lot owner shall pay, reimburse, indemnify, defend, and hold each other Lot owner harmless from and against all claims, demands, actions, losses, actual damages (excluding consequential and punitive damages), liabilities, and expenses (including reasonable attorneys' fees) for injuries to persons or damage to property arising out of, resulting from, or in connection with, the use by a Lot owner of the easements granted by this Agreement, except to the extent any claims, demands, actions,

losses, damages, liabilities, and expenses (including reasonable attorneys' fees) are caused or contributed to by the negligent, intentional or willful acts or omissions of an indemnified party.

10. Restrictions on Use of ASB Property and Cawthorne Property.

(a) Lidl Restriction: No portion of the ASB Property or the Cawthorne Property shall be leased, rented, sold, or transferred or permitted to be leased, rented, sold, transferred or otherwise occupied, directly or indirectly, for the sale of (1) packaged or fresh seafood, meat or poultry for off-premises consumption, (2) packaged or fresh produce or vegetables for off-premises consumption, (3) packaged or fresh dairy products (excluding cone ice cream, frozen yogurt, or similar confection/dessert items) for off-premises consumption, (4) packaged or fresh bakery products for off-premises consumption, (5) prescription drugs and the operation of a pharmacy, and (6) other grocery items that are typically sold in grocery stores and/or supermarkets.

(b) Lot Restrictions:

(1) No portion of the Lots shall be used for any of the following purposes: the sale of guns as a primary use; a warehouse; an animal kennel (provided, however, the forgoing exception shall not preclude any veterinary or boarding services provided in connection with the operation of a pet shop provided such veterinary or boarding services are only incidental to the operation of the pet shop. Further, the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the buildings; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the floor area of any pet shop).

(2) No portion of the Lots shall be used for any of the following purposes: a flea market or a business selling so-called "second hand" goods (the term "second hand" shall mean stores which sell goods primarily as a service to the public rather than to a retail customer for a profit); cemetery; mortuary; any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; off-track betting parlor; junk yard; recycling facility or stockyard; adult entertainment facility; billiard or pool hall; massage parlor, game parlor or video arcade (which shall be defined as any store containing more than three (3) electronic games); a beauty school, barber college; industrial or manufacturing uses.

(3) Without the prior written consent of Lidl, the following shall not be allowed to operate on the Lots, except as otherwise permitted in this Agreement: traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fireworks, sales by transient merchants utilizing vehicles or booths and other promotions of any nature. Except as otherwise permitted in this Agreement, in the event that unauthorized persons, including without limitation tenants or invitees of tenants occupying buildings now or at any future time located on the Lots, utilize the parking area for other than temporary parking by customers while shopping on the Lots, ASB and/or Cawthorne shall at its/their sole expense, upon written request by Lidl, take whatever action as shall be necessary to prevent said unauthorized use.

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(4) No portion of the Lots shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; creates unusual fire, explosive or other hazards, or materially increases the rate of insurance for any Lot.

(5) No oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Lots, nor shall oil wells, tanks, tunnels, or mineral excavation or shafts be permitted upon the surface of any portion of the Lots, or within five hundred (500) feet below the surface of any of the Lots. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected, maintained or permitted on any portion of the Lots.

(6) For purposes of this Agreement, persons who are not Parties or lessees of the Parties and are engaging in the following activities in any portion of the Lots will not be considered to be permittees under this Agreement: (i) exhibiting any placard, sign, or notice that does not advertise an existing business upon the Lots; (ii) distributing any circular, handbill, placard, or booklet promoting an existing business upon the Lots; (iii) soliciting memberships or contributions for an existing business upon the Lots; (iv) parading, picketing, or demonstrating; and (v) failing to follow regulations relating to the use of the Lots.

11. Remedies; Enforcement.

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Lot owner of any of the terms, covenants or conditions hereof, the other Lot owner(s) shall be entitled to seek relief by injunction and/or all other available legal and equitable remedies for the consequence of such breach, including payment of any amounts due and/or specific performance (but specifically excluding consequential or punitive damages).

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting party to cure a breach of this Agreement within thirty (30) days following written notice thereof by another party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any other Lot owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the actual costs thereof, together with interest thereon at the maximum rate allowed by law from the date an expense was incurred.

(c) **No Termination for Breach.** No breach under any of the provisions of this Agreement shall entitle any Lot owner to cancel, rescind or otherwise terminate this Agreement. The easements, covenants and conditions of this Agreement shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, deed in lieu of foreclosure or otherwise.

12. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any part of the Driveway Area to the general public, or for the general public or for

A handwritten signature or set of initials, possibly 'L B', written in dark ink in the bottom right corner of the page.

any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes stated herein.

13. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when hand delivered, or one (1) day after deposited in Federal Express (or any other national "next day" delivery service), or three (3) days after deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To ASB:

ASB II Partnership
611 Crescent Knoll Drive
Raleigh, NC 27614
Attn: W. Graham Cawthorne

with a copy to:

Weatherspoon & Voltz LLP
3605 Glenwood Avenue, Suite 480
Raleigh, NC 27612
Attn: William H. Weatherspoon, Jr.

To Cawthorne:

W. Graham Cawthorne
611 Crescent Knoll Drive
Raleigh, NC 27614

with a copy to:

Weatherspoon & Voltz LLP
3605 Glenwood Avenue, Suite 480
Raleigh, NC 27612
Attn: William H. Weatherspoon, Jr.

To Lidl:

Lidl US Operations, LLC
1500 Sunday Drive, Suite 101
Raleigh, NC 27607
Attn: Payton Reid, Vice President – Real Estate

with a copy to:

McGuire Woods LLP
201 N. Tryon St., Ste. 3000

A handwritten signature in black ink, appearing to be the initials 'AG' with a large, stylized flourish.

Charlotte, NC 28202
Mail: P.O. Box 31247 (28231)
Attention: Zachary D. Morgan

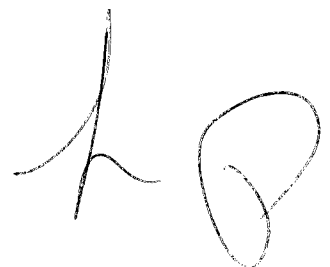
Each party shall have the right to modify the address to which any notice required or permitted to be given hereunder is given by notifying the other party of such revised address in the manner set forth herein.

14. **No Waiver.** No delay or omission by the parties hereto in exercising any right or power accruing upon any noncompliance or failure of performance under the provisions of this Agreement shall impair any such right or power or be construed as a waiver thereof.

15. **Takings.** If all or any portion of the Easement Area or Driveway Area (or access thereto from the immediately adjacent public right of way) is taken by condemnation or eminent domain, ASB and Lidl shall be entitled to pursue separate claims in any taking action with respect to awards and other compensation paid on account of (i) loss or damage to the Driveway Improvements constructed by Lidl, and (ii) the taking of, and loss and damage to, their respective property rights.

16. **Miscellaneous.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one instrument. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Whenever the context so requires herein, the masculine shall include the feminine, the masculine or feminine shall include the neuter, the singular shall include the plural, and vice versa.

[Signature pages follow.]

A handwritten signature in black ink, consisting of a stylized 'A' followed by a large, loopy 'O'.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused this Agreement to be executed by due authority for the purposes herein stated.

ASB II PARTNERSHIP, a North Carolina general partnership (SEAL)

By: *W. Graham Cawthorne*
W. Graham Cawthorne, its General Partner

STATE OF NORTH CAROLINA

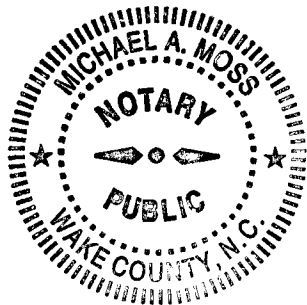
COUNTY OF WAKE
(Place of Acknowledgment)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **W. Graham Cawthorne**.

Date: FEBRUARY 23, 2016

Michael A. Moss
Notary Public
Printed or Typed Name MICHAEL A. MOSS

(Official Seal)



My commission expires: 7-3-16

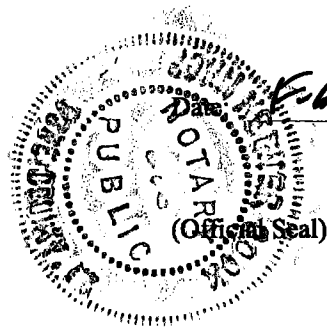
ASB II PARTNERSHIP, a North Carolina general partnership (SEAL)

By: Mary F. Bunn
Mary F. Bunn, its General Partner

STATE OF NORTH CAROLINA

COUNTY OF Wake
(Place of Acknowledgment)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **Mary F. Bunn**.



Date: February 27, 2016

John Keenan
Notary Public

Printed or Typed Name John Keenan

My commission expires: September 26, 2018

ASB II PARTNERSHIP, a North Carolina general partnership (SEAL)

By: *Julie Wright*
Julie Wright, its General Partner

STATE OF NORTH CAROLINA

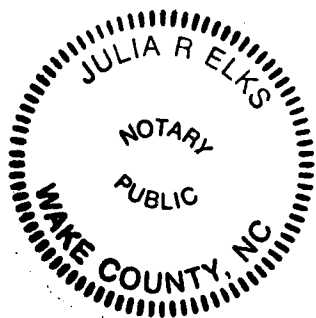
COUNTY OF Wake
(Place of Acknowledgment)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **Julie Wright**.

Date: February 23, 2016

Julia R Elks
Notary Public
Printed or Typed Name Julia R. Elks

(Official Seal)



My commission expires: 12/3/20

W. Graham Cawthorne Jr. (SEAL)
W. Graham Cawthorne Jr.

Catherine C. Cawthorne (SEAL)
Catherine C. Cawthorne

SEAL-STAMP NORTH CAROLINA, WAKE COUNTY

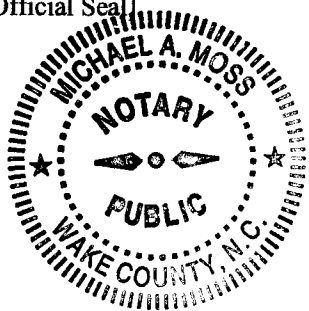
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: W. Graham Cawthorne Jr. and Catherine C. Cawthorne.

Date: 2-23-2016

Michael A. Moss
Notary Public

[Official Seal]

Print Name: MICHAEL A. MOSS



My commission expires: 7-3-16

LIDL US OPERATIONS, LLC, a Delaware limited liability company

By: Lidl US Management, Inc., a Delaware corporation, its Manager

By: [Signature]
Gareth Reed
Executive Vice President-Real Estate

By: [Signature]
Payton Reid
Vice President-Real Estate

SEAL-STAMP STATE OF Virginia, Arlington COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Gareth Reed, Payton Reid

Date: 2/26/2016

[Signature]
Notary Public
Print Name: Jessica Miller
My commission expires: 2/28/19

[Official Seal]



[Handwritten mark]

EXHIBIT A**Legal Description of ASB Property**

BEGINNING at an iron pipe, which is the northwestern corner of a 1.999-acre tract shown on plat recorded in Book of Maps 2002, Page 421, Wake County Registry, said iron pipe also being in the eastern line of Lot 37 of Cimarron Park; thence along the eastern line of Lots 37, 36 and 35 of Cimarron Park N 06° 05' 51" E 231.57 feet to a point; thence N 06° 00' 59" E 155.28 feet to an axle; thence N 05° 31' 34" E 140.85 feet to a control corner; thence along the southern right of way line of NC 98 Bypass along a right hand curve in an easterly direction having a radius of 7,568.88 feet for a chord distance of 431.91 feet to an iron pipe; thence S 04° 48' 06" W 109.21 feet to an iron bar; thence S 85° 39' 43" E 33.81 feet to a point; thence S 04° 52' 13" W 50.50 feet to an axle; thence along the northern line of James Williams as described by Deed recorded in Book 1422, Page 494, N 87° 08' 31" W 101.06 feet to an iron pipe; thence along the western line of James Williams S 04° 52' 13" W 341.85 feet to an iron pipe; thence along the northern line of Cawthorne as shown on plat recorded in Book of Maps 2002, Page 421 N 85° 55' 20" W 374.20 feet to the BEGINNING, containing 2.933 acres according to a survey entitled "Recombination Survey for A.S.B. Partnership" dated March 26, 2003 and revised June 26, 2003.

Derivation: This being the same property conveyed to ASB II Partnership by deed from ASB Partnership as recorded February 5, 2008 in Book 12940, Page 2401 of the Wake County Register of Deeds.

Parcel No.: 1840168890

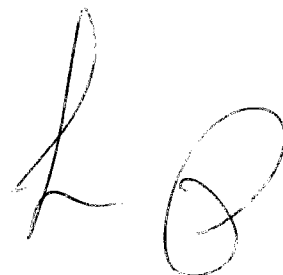
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EXHIBIT B

Legal Description of Cawthorne Property

Tract 1

BEGINNING at an iron stake in the line of lands of Walter Dunn, thence with said Dunn line S. 82 E. 100 feet to a rock in the line of the lands of George Kittrell; thence with said Kittrell line, S. 9 W. 347.82 fet to a rock in the line of land of Oscar Averett; thence with said Averett line, N. 82 W. 100 feet to a stake, a new corner for Isaiah Estes; thence with said Estes line, N. 9 E. 347.82 feet to the point of BEGINNING, containing .80 of an acre, more or less, according to a survey and Plat thereof made by T. M. Arrington, Jr., R. L. S. August 31, 1960.

Derivation: This being the same property conveyed to W. Graham Cawthorne Jr. and Catherine C. Cawthorne by Substitute Trustee's Deed recorded June 1, 2012 in Book 14789, Page 543 of the Wake County Register of Deeds.

Parcel No.: 1840261701

Tract 2

Being all of Tract A containing 1.99 acres as shown on plat recorded in Book of Maps 2002, Page 421, Wake County Registry.

Derivation: This being the same property conveyed to W. Graham Cawthorne and Catherine C. Cawthorne by Deed recorded March 20, 2002 in Book 9339, Page 1369.

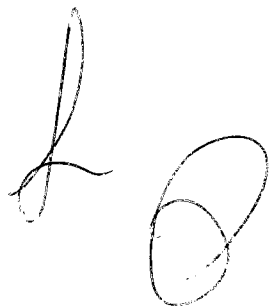
Parcel No.: 1840168495

Tract 3

Beginning at a stake in the northern margin of a lane or driveway leading to U. S. Highway No. 1-A in line of the Snyder land at the intersection of said lane with the Snyder line, and runs thence along the Snyder line N. 6 deg. E. 3 chains to a stake; thence along the line or land of Oscar Avery, now or formerly, S. 81 deg. 45 min. E. 2.21 chains to a stake, the northwest corner or lot or William A. Estes; thence along the western line or lot or William A. Estes S. 6 deg. W. 3 chains to a stake in the northern margin or said lane or driveway; thence along the northern margin or said lane or driveway N. 81 deg. 45 min. W. 2.21 chains to the beginning according to a survey and plat thereof made by J. G. Carroll, R.L.S., November 17, 1951.

Derivation: This being the same property conveyed to W. Graham Cawthorne, Jr. and Catherine C. Cawthorne by Deed recorded June 19, 2003 in Book 10206, Page 425.

Parcel No.: 1840167228

Handwritten signature or initials, possibly 'H O', located in the bottom right corner of the page.

Tract 4

Beginning at a stake in the northern margin or a lane or driveway leading to U.S. Highway No. 1-A, said stake being situated S. 81 deg. 45 min. E. 2.21 chains from the southwest corner or land or Clarence C. Estes in the line or lands or E. C. Snyder at the intersection or said lane with the Snyder line, and runs thence along the eastern line of lot or Clarence C. Estes N. 6 deg. E. 3 chains to a stake in line or land of Oscar Avery, now or formerly, thence along the Avery line S. 81 deg. 45 min. E. 2.21 chains to a stake, northwestern corner or lot of Louise Estes Burnett; thence along the western line of said Burnett lot S. 6 deg. W. 3 chains to a stake in the northern margin or said lane or driveway; thence with the northern margin or said lane or driveway N. 81 deg. 45 min. W. 2.21 chains to the beginning according to a survey and plat thereof made by J. G. Carroll, R.L.S., November 17, 1951.

Derivation: This being the same property conveyed to W. Graham Cawthorne, Jr. and Catherine C. Cawthorne by Deed recorded June 19, 2003 in Book 10206, Page 429.

Parcel No.: 1840168276

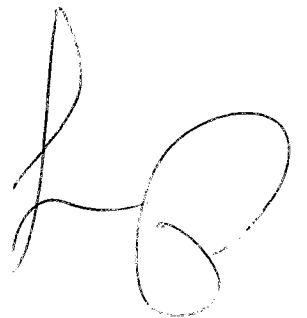
A handwritten signature or set of initials, possibly 'H.O.', written in black ink. The letters are stylized and cursive.

EXHIBIT C**Legal Description of Lidl Property**

Lying and being in Wake Forest Township, Wake County, North Carolina and being more particularly described as follows:

BEGINNING at a right-of-way monument marking the northerly terminus of the miter forming the intersection of the southerly margin of the right-of-way of Dr. Calvin Jones Highway (Highway 98 Bypass) (variable width public right-of-way) and the westerly margin of the right-of-way of U. S. Highway 1-A (South Main Street) (98.42-foot public right-of-way), said right-of-way monument being located South $28^{\circ} 03' 49''$ West 831.14 feet from N.C.G.S. Monument "T 217" having NAD 83 (2011) North Carolina State Plane Grid Coordinates $N=807,663.04$ and $E=2,143,020.78$ feet, with a combined grid reduction factor of 0.99993665; thence with the aforesaid miter South $31^{\circ} 56' 07''$ East 75.77 feet to a right-of-way monument in the westerly margin of the aforesaid right-of-way of U. S. Highway 1-A; thence with the westerly margin of the aforesaid right-of-way of U. S. Highway 1-A the following two (2) courses and distances: (1) with the arc of a circular curve to the left having a radius of 2263.78 feet and an arc length of 306.22 feet, having a chord of South $07^{\circ} 37' 13''$ West 305.99 feet to a computed point and (2) South $03^{\circ} 44' 42''$ West 86.49 feet to an iron pipe set marking the point of intersection of the westerly margin of the aforesaid right-of-way of U. S. Highway 1-A and the northerly boundary of the property owned by Clara T. Webb and Betty Frances Magnum (now or formerly) as described in that instrument recorded in Book 13581, Page 2710 in the Wake County Public Registry; thence with the northerly boundary of the aforesaid property owned by Clara T. Webb and Betty Frances Magnum North $85^{\circ} 19' 53''$ West 478.27 feet to an existing iron pipe marking the point of intersection of the northerly boundary of the aforesaid property owned by Clara T. Webb and Betty Frances Magnum and the easterly boundary of the property owned by W. Graham Cawthorne, Jr. and Catherine C. Cawthorne (now or formerly) as described in that instrument recorded in Book 14789, Page 543 in the aforesaid Registry; thence with the easterly boundary of the aforesaid property owned by W. Graham Cawthorne, Jr. and Catherine C. Cawthorne North $04^{\circ} 52' 28''$ East 344.03 feet to an existing axle marking the point of intersection of the easterly boundary of the aforesaid property owned by W. Graham Cawthorne, Jr. and Catherine C. Cawthorne and a northerly boundary of the property owned by ASB II Partnership (now or formerly) as described in that instrument recorded in Book 12940, Page 2401 in the aforesaid Registry; thence with various northerly and easterly boundaries of the aforesaid property owned by ASB II Partnership the following three (3) courses and distances: (1) North $04^{\circ} 52' 28''$ East 50.58 feet to an iron pipe set (passing an existing iron pipe at 47.53 feet); (2) North $85^{\circ} 47' 02''$ West 33.80 feet to an existing iron pipe; and (3) North $04^{\circ} 48' 52''$ East 109.07 feet to a right-of-way monument marking the point of intersection of an easterly boundary of the aforesaid property owned by ASB II Partnership and the southerly margin of the aforesaid right-of-way of Dr. Calvin Jones Highway; thence with the southerly margin of the aforesaid right-of-way of Dr. Calvin Jones Highway the following three (3) courses and distances: (1) with the arc of a circular curve to the right having a radius of 7568.88 feet and an arc length of 145.55 feet, having a chord of South $80^{\circ} 35' 30''$ East 145.55 feet to a computed point; (2) with the arc of a circular curve to the right having a radius of 7568.88 feet and an arc length of 147.12 feet, having a chord of South $79^{\circ} 29' 02''$ East 147.12 feet to a computed point; and (3) with the arc of a

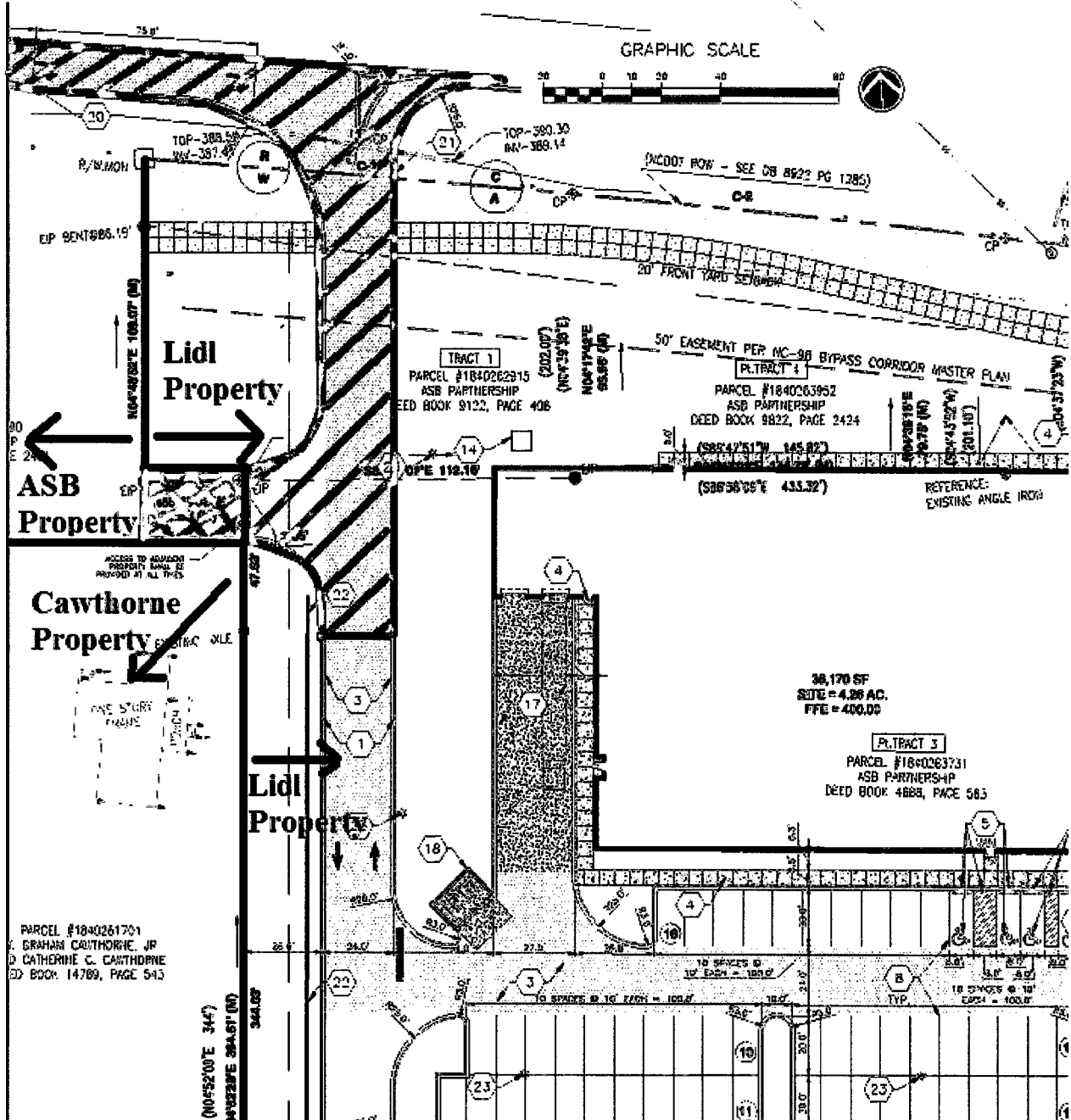
circular curve to the right having a radius of 7568.88 feet and an arc length of 189.61 feet, having a chord of South 78° 12' 33" East 189.61 feet to the POINT OR PLACE OF BEGINNING, containing 5.32 acres, more or less, as shown on survey titled "ALTA/ACSM Land Title Survey of Lands For: MGP Retail Consulting, LLC, Dr. Calvin Jones Highway (aka: Highway 98 Bypass) U.S. Highway 1-A (aka: South Main Street)", dated December 12, 2014, and prepared by Michael D. Case of SEPI Engineering & Construction, N.C.P.L.S. No. L-2828.

Derivation: BEING the same property conveyed to ASB Partnership, a North Carolina general partnership, (1) by deed dated August 2, 2001 and recorded in Book 9122, Page 408 in the aforesaid Registry, (2) by deed dated December 3, 2004 and recorded in Book 11132, Page 1514 in the aforesaid Registry, (3) by deed dated November 10, 1989 and recorded in Book 4688, Page 563 in the aforesaid Registry (portion thereof conveyed hereby), (4) by deed dated March 27, 1990 and recorded in Book 4688, Page 567 in the aforesaid Registry (portion thereof conveyed hereby), (5) by deed dated December 30, 2002 and recorded in Book 9822, Page 2424 in the aforesaid Registry, and (6) by deed dated May 14, 2003 and recorded in Book 10130, Page 1053 in the aforesaid Registry.

Parcel Nos.: 1840262915, 1840263952, 1840265930, and 1840263731

EXHIBIT D

Site Plan Showing Driveway and Driveway Improvements



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.