

2006028831 00196

FORSYTH CO, NC FEE \$32.00

PRESENTED & RECORDED:

05-11-2006 02:58 PM

DICKIE C WOOD

REGISTER OF DEEDS

By: PATSY RUTH DAVIS DPTY

BK: RE 2660

PG: 3981-3987

REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

This document was prepared by: NewDominion Bank
Charlotte, NC. 28204

Box 165

Please return after recording to: NewDominion Bank
1100 Kenilworth Avenue
Charlotte, NC 28204

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is05/09/2006.....
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: Jonestown Retail Investment, LLC,
Limited Liability Company
3611 Mount Holly-Huntersville Road
Suite 122
Charlotte, NC 28216

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: X Holdings, LLC
1100 Kenilworth Avenue
Charlotte, NC 28204

LENDER: NewDominion Bank
1100 Kenilworth Ave
Charlotte, NC 28204

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

See Exhibit "A" attached hereto and incorporated herein by this reference.

The property is located in Forsyth at Centre Stage at
(County)
.....Jonestown Shopping Center....., Winston-Salem....., North Carolina ...27104.....
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The maximum principal amount which may be secured hereby at any one time is One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00.....). This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** This Deed of Trust secures all present and future loan disbursements or advances made by Lender under the Note, and all other sums from time to time owing to Lender by Grantor under the Loan Documents and under the secured indebtedness. The amount of the present disbursement or advance secured hereby is ~~One Million Eight Hundred Fifty Thousand Dollars~~..... Dollars (\$~~1,850,000.00~~.....). The time period within which such future disbursements or advances are to be made is the period between the date hereof and the date fifteen (15) years from the date hereof. Disbursements or advances secured hereby shall not be required to be evidenced by a "written instrument or notation" as described in Section 45-68(2) of the North Carolina General Statutes, it being the intent of the parties that the requirements of Section 45-68(2) for a "written instrument or notation" for each advance or disbursement shall not be applicable to disbursements or advances made under the Loan Documents and under the secured indebtedness. *(You must specifically identify the debt(s) secured).*

One note of even date in the principal amount of 1,950,000.00 with final payment due 05/09/2008

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Lender any notices that Grantor receives from the holder.
 - To not allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument. Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Deed of Trust. Grantor agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. DEFAULT. Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. Unless this is a high cost home loan as defined under North Carolina law, a good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. If this is a high cost home loan, as defined under North Carolina law, we may accelerate the loan only under the conditions set forth at N.C. Gen. Code § 24-1.1E (b)(1).

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law, and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, including the Trustee's commission, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. The Trustee's commission shall be five percent of the gross proceeds of the sale for a completed foreclosure. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two

sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

25. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
- ☐ **Additional Terms.**

(page 4 of 5)

SIGNATURES: By signing below under Seal, Grantor agrees to the terms and covenants contained in this Real Estate Deed of Trust and in any attachments that Grantor has signed. Grantor also acknowledges receipt of a copy of this Real Estate Deed of Trust on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated _____.

Entity Name: Jonestown Retail Investment, LLC

(Signature) Andrew C. Hooker (Seal)

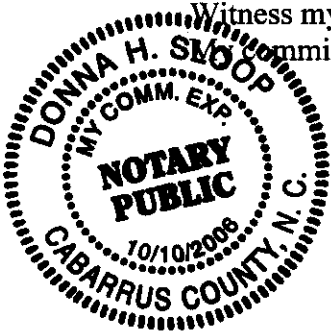
(Signature) Andrew C. Hooker, Member/Manager (Date) 5/09/2006

☐ Refer to the Addendum which is attached and incorporated herein for additional Grantor's, signatures and acknowledgments.

(Business
or Entity
Acknow-
ledgment)

STATE OF North Carolina, COUNTY OF Cabarrus } ss.
I Donna H. Sloop, certify that Andrew C. Hooker personally came
before me this day and acknowledged that he is Member/Manager (Title) of Jonestown
Retail Investment, LLC (Name of Business or Entity), a limited liability company, and
that by authority duly given and as the act of the limited liability company, the foregoing
instrument was signed in its name by its Member/Manager, ~~Sealed with its corporate seal,~~
~~and attested to by himself as its Member/Manager.~~ who

Witness my hand and official seal, this the 8th day of May, 2006.
My commission expires: 10/10/2006



Donna H. Sloop
(Notary Public)

The Foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

By _____ REGISTER OF DEEDS FOR _____ COUNTY
Deputy/Assistant-Register of Deeds

Exhibit A

BEGINNING at an iron stake in the eastern right of way line of Jonestown Road, said stake being located N 32°02'23"E, 200.15' from an existing iron stake, having North Carolina Grid Coordinates of North 848,411.492 feet, East 1,604,732.581 feet and being the southwest corner of Lot 1, Block 6187; thence with the eastern right of way of Jonestown Road the two (2) following courses and distances N 31°55'19"E 512.33' to an existing iron stake; thence on a curve to the left, having a radius of 1330', 79.38' a chord bearing and distance of N 30°20'00"E, 79.37' to an existing iron stake; thence N 82°09'51"E, 17.36' to an iron stake in the southern right of way of Mar-Don Drive; thence with the southern right of way of Mar-Don Drive S 43°11'52"E, 290.52' to an existing iron stake in the right of way of Mar-Don Drive and the center of the former right of way of LaHoma Lane (now closed) and the northwest corner of lot 112; thence with the western property lines of lots 112, 111, 110, 109 & 108 Tax Block 3940, S 02°30'09"W, 803.45' to an existing iron stake in the northern right of way of US Highway 421; thence with the northern right of way of US Highway 421 on a curve to the right, with a radius of 1354.39', 318.47' passing existing iron stakes at the four (4) following chord bearings and distances N 88°53'19"W, 30.01' to an existing iron stake; N 86°08'38"W, 100.03' to an existing iron stake; thence N 81°58'23"W, 100.02' to an existing iron stake; and N 77°48'01"W, 88.36' to an existing right of way monument in said right of way; thence continuing with said right of way the three (3) following courses and distances S 13°54'02"W, 28.00' to an existing iron stake; thence N 76°01'05"W, 141.22' to a right of way monument and N 76°05'42" W, 157.17' to an existing iron stake, the southeast corner of Lien T. Nguyen Property as described in DB. 2504, Page 277, Lot no. 42J, Block 3905; thence with the eastern line of Nguyen property N 32°20'48"E, 220.36' to an existing iron stake the northeast corner of Lien T. Nguyen Property as described in DB. 2504, Page 277, and in the southern line of Lot 1, Block 6187, DB, 1701, Pg. 2771; thence S 57°09'15"E, 78.50' to an existing iron stake, the southeast corner of lot 1, Block 6187; thence N 31°55'19"E, 52.50' to an existing iron stake; thence N 02°30'09"E, 142.00' to an existing iron stake; thence N 23°36'38"W, 48.20' to an existing iron stake, and N 58°04'41"W, 95.00' to the place of BEGINNING and containing 9.194 acres more or less as shown on that certain "Centre Stage at Jonestown Shopping Center ALTA/ACSM Land Title Survey" prepared by Summit Land Surveying Company dated January 2006 and last revised May 5, 2006.

SAVE AND EXCEPT THE FOLLOWING TRACT:

THE KROGER PAD

Starting at the point of intersection of the Southern right of way line of Mar-Don Drive with the center of the former right of way of LaHoma Lane (LaHoma Lane now being closed; see recorded road closing resolution at Book 1547, Page 434); thence with the former center line of LaHoma Lane S 02°30'09"W, 494.00' to a point; thence N 87°29'51"W, 109.42' to the place of BEGINNING of the property known as "the Kroger Pad"; thence from said BEGINNING point thus established S 02°30'09"W, 192.00' to a point; thence N 87°29'51"W, 95.00' to a point; thence S 02°30'09"W, 33.00' to a point; thence N 87°29'51"W, 117.00' to a point; thence N 02°30'09"E, 33.00' to a point; thence N 87°29'51"W, 38.00' to a point; thence N 02°30'09"E,

192.00' to a point; thence S 87°29'51"E, 45.46' to a point; thence N 02°30'09"E, 12.00' to a point; thence S 87°29'51"E, 109.92' to a point; thence S 02°30'09"W, 12.00' to a point, thence S 87°29'51"E, 94.62' to the point and place of BEGINNING and containing 1.220 acres more or less as shown on that certain "Centre Stage at Jonestown Shopping Center ALTA/ACSM Land Title Survey" prepared by Summit Land Surveying Company dated January 2006 and last revised May 5, 2006.

TOGETHER WITH a nonexclusive, perpetual easement appurtenant of ingress and egress consisting of a thirty foot (30ft) right of way, the centerline of which being described as follow: BEGINNING at a point in the new proposed right of way of Jonestown Road, said point being located at North 32 degrees 17 minutes 45 seconds East 41.05 feet from a monument located at the Northeast corner of the intersection of Jonestown Road and US Highway 421, and said BEGINNING point also being located South 32 degrees 17 minutes 45 seconds West 168.45 feet from an iron stake which bears N.C. State Plane Coordinates of North 848,411.492 feet and East 1,604,732.581 feet; and running from said BEGINNING point thus established with the centerline of this easement the following two (2) calls; (1) South 31 degrees 09 minutes 44 seconds East 34.75 feet to a point; and (2) south 69 degrees 26 minutes 36 seconds East, 97.23 feet to a point in the new boundary line between V.V. Beroth Oil Company (now or formerly) and Marquis Properties-Jonestown, LTD., a Georgia Limited Partnership (now or formerly).

TOGETHER WITH that all easements, rights, title and interest contained in the Reciprocal Easement Agreement and Purchase Option by and between Kroger Co. and Marquis Properties – Jonestown, Ltd. appurtenant to the property described above, dated August 5, 1996 and recorded in Book 1557, page 1311 in the Forsyth County, North Carolina Registry.