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Prince William County, VA Pgs: 16  
1/11/2016 3:00:00 PM  
Michele B. McQuigg, Clerk

Parcel A-1 Tax Map No.: 7695-13-4084  
Parcel A-3 Tax Map No.: 7695-13-6489

Prepared by and return to: John F. Pitrelli, Esq. (VA Bar I.D. 14767) and Cynthia C. Beattie (#48080)  
Eskovitz, Lazarus & Pitrelli, PLLC  
13135 Lee Jackson Memorial Highway, Suite 108  
Fairfax, Virginia 22033

DEED OF BOUNDARY LINE ADJUSTMENT, EASEMENTS  
AND CROSS PARKING AGREEMENT

THIS DEED OF BOUNDARY LINE ADJUSTMENT, EASEMENTS AND CROSS PARKING AGREEMENT (the "Deed") is made this 15<sup>th</sup> day of December, 2015, by and between TOWER GROUP, LLC, a Virginia limited liability company, ("Owner 1"), Grantor and Grantee; MANASSAS AIR PARK 9929, LLC, a Virginia limited liability company, ("Owner 2"); Grantor and Grantee; TOMS KING (VIRGINIA) LLC, a Delaware limited liability company, ("Lessee"), Grantor and Grantee, KEY FORECLOSURE SERVICES, LLC, a Virginia limited liability company, Trustee, ("Trustee 1 and Trustee 3"), Grantor and Grantee; BRC LOANS, LLC, a Virginia limited liability company, ("Beneficiary 1"), Grantor and Grantee; JOHN A. NERE, JR., Trustee and UNION SERVICE CORPORATION, Trustee, either of whom may act alone, ("Trustee 2"), Grantor and Grantee; UNION BANK & TRUST, successor in interest to UNION FIRST MARKET BANK, ("Beneficiary 2"), Grantor and Grantee; BANK OF AMERICA N.A., ("Beneficiary 3"), Grantor and Grantee; and the BOARD OF SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a body corporate and politic, ("County"), Grantor and Grantee;

WITNESSETH:

WHEREAS, Owner 1 is the owner of certain real property known as Parcel A-3, Phase 2, Airport Commerce Center (hereinafter referred to as "Parcel A-3") containing approximately 4.14367 acres (GPIN. Number 7695-13-6489) by virtue of a deed recorded in Deed Book 2264, at Page 1403 among the land records of Prince William County, Virginia (the "Land Records") and as shown on that certain plat dated September 15, 2015, revised on November 13, 2015 entitled "PLAT SHOWING BOUNDARY LINE ADJUSTMENT PARCEL "A-1" AND PARCEL "A-3", PHASE 2, AIRPORT COMMERCE CENTER," and prepared by Target Surveys, Inc., which plat is attached hereto and incorporated herein ("Plat");

WHEREAS, Owner 2 is the owner of certain real property known as Parcel A-1, Phase 2, Airport Commerce Center ("Parcel A-1") containing approximately 2.69848 acres (GPIN Number 7695-13-4084) by virtue of a deed recorded as Instrument No. 201202030010784, among the Land Record and as shown on the Plat;

WHEREAS, Lessee is the tenant under that certain ground lease encumbering Parcel A-1 and further described in the Memorandum of Lease ("Lease") dated May 20, 2015 and recorded on May 26, 2015 as Instrument Number 201505260040777 among the Land Records;

1

PLAT IS RECORDED AS

INSTR. #2016

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WHEREAS, by Deed of Trust recorded as Instrument No. 201208020073984 among the Land Records, Parcel A-3 was conveyed in trust to Trustee 1, to secure a certain indebtedness to Beneficiary 1 (“Deed of Trust 1”);

WHEREAS, by Deed of Trust recorded as Instrument No. 201511240097357 among the Land Records, Parcel A-3 was conveyed in trust to Trustee 2, to secure a certain indebtedness to Beneficiary 2 (“Deed of Trust 2”);

WHEREAS, by Deed of Trust and Security Agreement recorded among the Land Records as Instrument No. 201208020073961, Parcel A-1 was conveyed in trust to Trustee 2, to secure a certain indebtedness to Beneficiary 2 (“Deed of Trust 3”);

WHEREAS, by Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filings recorded among the Land Records as Instrument No. 201505260040791, a leasehold interest in Parcel A-1 was conveyed from Lessee in trust to Trustee 3, to secure a certain indebtedness to Beneficiary 3 (“Deed of Trust 4”);

WHEREAS, by Deed of Trust recorded as Instrument No. 201511240097357 among the Land Records, Parcel A-1 was conveyed in trust to Trustee 2, to secure a certain indebtedness to Beneficiary 2 (“Deed of Trust 5”);

WHEREAS, it is the desire and intent of Owner 1 and Owner 2 (sometimes collectively hereinafter referred to as the “Owners”), with the consent and approval of Lessee, Trustee 1, Trustee 2, and Trustee 3 (Trustee 1, Trustee 2 and Trustee 3 sometimes collectively hereinafter referred to as the “Trustees”) and Beneficiary 1, Beneficiary 2, and Beneficiary 3 (sometimes collectively hereinafter referred to as the “Beneficiaries”), to adjust the common boundary lines between Parcel A-1 and Parcel A-3 to create new Parcel A-1A and new Parcel A-3A as shown on the Plat and as hereinafter provided;

WHEREAS, it is the desire and intent of Owners, with the consent and approval of Lessee, Trustees and Beneficiaries, that Owner 2 convey that portion of Parcel A-1 that is to become a part of new Parcel A-3A to Owner 1 as shown on the Plat and as hereinafter provided;

WHEREAS, it is the desire and intent of Owners and Lessee, with the consent and approval of Trustees and Beneficiaries, that Lessee release its interest under the Lease as to that portion of Parcel A-1 that is to become a part of new Parcel A-3A as shown on the Plat and as hereinafter provided;

WHEREAS, it is the desire of Owners, with the consent of the Lessee, Trustees and Beneficiaries to grant, convey, create and establish an ingress egress easement for access to and from new Parcel A-1A over and across new Parcel A-3A, to create and establish a buffer area between new Parcel A-1A and Parcel A-3A (sometimes hereinafter collectively referred to as the “New Parcels”), to create and establish a fence restriction area, and to create a cross parking agreement between the New Parcels, all as hereinafter provided;

WHEREAS, it is the desire of Owner 2 and Lessee to amend the Lease to release the portion of Parcel A-1 to become a part of Parcel A-3A;

WHEREAS, it is the desire of Owner 1, Trustee 1, Trustee 2, Beneficiary 1 and Beneficiary 2 that the portion of Parcel A-1 to become a part of new Parcel A-3A be subjected to the liens of Deed of Trust 1 and Deed of Trust 2;

WHEREAS, it is the desire of Owner 2, Trustee 2 and Beneficiary 2 that the portion of Parcel A-1 that is become a part of new Parcel A-3A be released from liens of Deed of Trust 3 and Deed of Trust 4; and

WHEREAS, it is the desire of Lessee, Trustee 3 and Beneficiary 3 that the portion of Parcel A-1 that is become a part of new Parcel A-3A be released from lien of Deed of Trust 5.

#### **BOUNDARY LINE ADJUSTMENT**

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt of which are hereby acknowledged, Owners, acting with the joinder and consent of Lessee, Trustees and Beneficiaries, do hereby adjust the boundary line between Parcel A-3 and Parcel A-1 in accordance with the Plat so that henceforth, the property shall be known as **PARCEL A-3A and PARCEL A-1A, PHASE 2, AIRPORT COMMERCE CENTER** in accordance with and as shown on the Plat.

#### **CONVEYANCES**

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner 2, with the consent and approval of Lessee, Trustees and Beneficiaries, does hereby grant, give and convey with SPECIAL WARRANTY of title that portion of former Parcel A-1 that is now part of new Parcel A-3A to Owner 1.

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Owner 2, with the consent and approval of Trustee 2 and Trustee 3, Beneficiary 2 and Beneficiary 3, do hereby release from the terms and conditions of the Lease that portion old Parcel A-1 that is now a part of new Parcel A-3A.

THESE CONVEYANCES ARE MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to the hereinabove described property.

### CROSS PARKING EASEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners, with the consent and approval of Lessee, Trustees, and Beneficiaries do hereby create, establish, grant and convey unto one another cross parking easements over and across the New Parcels in the hatched locations as shown on the Plat and labeled thereon as "LIMITS OF CROSS PARKING AGREEMENT AREA", subject to the following conditions and restrictions:

1. The Owners, for themselves and their successors, assigns, invitees, lessees, guests, employees, contractors, customers, tenants, agents, do hereby grant, convey, establish and convey unto one another cross-parking and ingress and egress easements over and across the New Parcels in the locations as shown on the Plat and currently maintained and used for vehicular parking and for vehicular and pedestrian ingress and egress for access the private roads located on the New Parcels and which provide access to the public rights of way known as Route 28, Nokesville Road and Pennsylvania Avenue.

2. The Owners shall each (i) maintain the cross parking area located on their respective Parcels in good order and repair and in an attractive condition consistent with comparable shopping centers in the geographic area in which the Property is located, and (ii) keep easements areas located on their respective Parcels illuminated during all hours of darkness when the businesses are open. Each Owner shall be responsible for promptly removing all ice, snow and debris from their respective easement areas but shall share pro-rata the costs and maintenance therefore. Utility charges related to the parking area and other common costs shall be shared pro-rata between the Owners.

3. In the event that any owner fails to reasonably maintain or repair the parking easement area on such Owner's Property after ten (10) days' notice from the other Owners, such other Owner may undertake such maintenance or repair, and the Owner of the property on which the maintenance or repair is undertaken shall reimburse the other Owner for the reasonable cost of such maintenance or repair within ten (10) days of request therefor.

4. Any Owner utilizing this Cross Parking Easement (an "Indemnifying Party") on the property of another Owner (an "Owner Party") shall indemnify, defend and hold harmless such Owing Party and its agents, employees, invitees, representatives, tenants, officers, managers and members (the "Indemnified Parties") from and against any and all liability, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees and court costs) that any such Indemnified Parties may incur by reason of exercise of the rights under this Cross Parking Easement, provided that an Indemnifying Party shall not be required to indemnify an Indemnified Party to the extent that such liability, claim, demand, judgment, cost or expense is caused by the grossly negligent, reckless or willful act or omission of such Indemnified Party.

### **PRIVATE INGRESS EGRESS EASEMENT**

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner 1, with the consent and approval of Lessee, Trustees and Beneficiaries, does hereby grant and convey unto Owner 2 and Parcel A-1A an ingress egress easement for pedestrian and vehicular access to the private road currently known as Samuel Trexler Drive which provides access to the public right of way known as Route 28, Nokesville Road, over and across new Parcel A-3A in the locations shown on the Plat and labeled thereon as "EMERGENCY INGRESS/EGRESS ESM'T. D.B. 2330, PG. 807", which easement shall be subject to the terms and conditions of the Emergency Ingress/Egress easement originally established by instrument recorded in Deed Book 2330 at Page 807 among the Land Records.

### **FENCE AGREEMENT**

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners, with the consent and approval of Lessee, Trustees, and Beneficiaries, do hereby agree that no barricades, fences or other barriers shall be erected along any of the property lines as set out on the Plat and labeled thereon as "●● PROPERTY LINE SUBJECT TO FENCE RESTRICTION AREA" without the express written consent of both Owners.

### **BERM AGREEMENT**

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners, with the consent and approval of Lessee, Trustees, and Beneficiaries, do hereby agree that Owner 1 shall have the right, in its sole discretion, to install landscaping and berms in the areas along the boundary line between the new Parcels and more particularly labeled on the Plat as "## PROPERTY LINE SUBJECT TO BERM RESTRICTION". All such landscaping and berms shall be constructed and maintained at the sole cost of Owner 1 and shall be constructed and maintained in a reasonably attractive condition consistent with comparable shopping centers in the geographic area in which the Property is located. In the event that Owner 1 at any time accesses or enters Parcel A-1-A for the purpose of constructing, maintaining or repairing the berm, Owner 1 hereby agrees to indemnify, defend and hold harmless Owner 2 and its agents, employees, invitees, representatives, tenants, officers, managers and members (the "Owner 2 Indemnitees") from and against any and all liability, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees and court costs) that any such Owner 2 Indemnitees may incur by reason of exercise of the rights herein granted with respect to the installation and maintenance of berms and landscaping, provided that Owner 1 shall not be required to indemnify an Owner 2 Indemnitee to the extent that any such liability, claim, demand, judgment, cost or expense is caused by the reckless or willful act or omission of such Owner 2 Indemnitee.

### ACCESS AGREEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner 2, with the consent and approval of Lessee, Trustees and Beneficiaries, does hereby grant and convey unto Owner 1 an access easement in the location as shown on the Plat and labeled thereon on as "ACCESS ESM'T. (HEREBY GRANTED)" which access easement shall tie into the drive through exit lane located on Parcel A-1A for the fast food restaurant located thereon.

### CONSENT/SUBORDINATION

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustees, as authorized to act by their respective Beneficiaries do hereby consent to the boundary line adjustment and the creation of the cross parking easement, fence agreement, berm agreement and ingress egress and access easement as herein above set forth and do hereby subordinate the liens of Deed of Trust 1, Deed of Trust 2, Deed of Trust 3, Deed of Trust 4 and Deed of Trust 5 (sometimes collectively hereinafter referred to as the "Deeds of Trust") to the terms and conditions of the cross parking easement, fence agreement, berm agreement and the ingress egress and access easement herein above set forth.

It is expressly understood that the subordination of the liens of the Deeds of Trust to the cross parking agreement, berm agreement, fence agreement and ingress egress and access easement conveyed herein shall not affect in any way the liens of the Deed of Trusts, upon the other lands conveyed thereby and not subordinated hereby or subject to said easements and agreements, and the Deeds of Trust shall remain in full force and effect as to the land conveyed thereby, subject to the said subordinations.

### DEED OF TRUST 1 GRANT AND CONSENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner 1 grants and conveys to Beneficiary 1 that portion of previous Parcel A-1 now a part of new Parcel A-3A, to be held in trust for the benefit of Beneficiary 1 in accordance with the terms and conditions of Deed of Trust 1.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 1, authorized to act by Beneficiary 1 as evidenced by its signature hereto, consents to the subjection to the lien of the Deed of Trust 1 that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

**DEED OF TRUST 2 GRANT AND CONSENT**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner 1 grants and conveys to Beneficiary 2 that portion of previous Parcel A-1 now a part of new Parcel A-3A, to be held in trust for the benefit of Beneficiary 2 in accordance with the terms and conditions of Deed of Trust 2.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 2, authorized to act by Beneficiary 2 as evidenced by its signature hereto, consents to the subjection to the lien of the Deed of Trust 2 that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

**DEED OF TRUST 3 RELEASE**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 2, authorized to act by Beneficiary 2 as evidenced by its signature hereto, releases from the lien of Deed of Trust 3 that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

TO HAVE AND TO HOLD that portion of previous Parcel A-1 that is now a part of Parcel A-3A unto the owner, fully released and discharged from the lien and operation of Deed of Trust 3.

It is expressly understood that this release shall not affect the lien of Deed of Trust 3 upon the other land conveyed by the lien of the Deed of Trust 3 and not released hereby, and the lien of the Deed of Trust 3 shall remain in full force and effect as to that land conveyed and not released hereby.

**DEED OF TRUST 4 RELEASE**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 3, authorized to act by Beneficiary 3 as evidenced by its signature hereto, releases the lien of Deed of Trust 4 as to that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

TO HAVE AND TO HOLD that portion of previous Parcel A-1 that is now a part of Parcel A-3A unto the lessee/owner, fully released and discharged from the lien and operation of Deed of Trust 4.

It is expressly understood that this release shall not affect the lien of Deed of Trust 4 upon interests in the other land conveyed by Deed of Trust 4 and not released hereby, and lien of the Deed of Trust 4 shall remain in full force and effect as to those interests in the land conveyed thereby and not released hereby.

**DEED OF TRUST 5 RELEASE**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 2, authorized to act by Beneficiary 2 as evidenced by its signature hereto, releases the lien of Deed of Trust 5 in that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

TO HAVE AND TO HOLD that portion of previous Parcel A-1 that is now a part of Parcel A-3A unto the owner, fully released and discharged from the lien and operation of Deed of Trust 5.

It is expressly understood that this release shall not affect the lien of Deed of Trust 5 upon the other land conveyed by the lien of the Deed of Trust 5 and not released hereby, and the lien of the Deed of Trust 5 shall remain in full force and effect as to that land conveyed and not released hereby.

**COVENANTS REAL**

The easements, covenants, rights and obligations set forth in or arising out under this Deed are not personal to the parties hereto, but shall be binding on and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns and shall run with the land.

**FREE CONSENT AND DESIRE**

This Deed is made with the free consent and in accordance with the desire of the undersigned owners, lessees, proprietors, and trustees, if any.

**MISCELLANEOUS**

This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Deed is in accordance with the Statutes of Virginia and the ordinances in force in Prince William County governing the platting and subdivision of land, and is approved by the proper authorities as evidenced by their endorsement hereto and the Plat.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**



OWNER 1:

TOWER GROUP, LLC, a Virginia limited liability company

By: [Signature] (SEAL)  
RONALD C. DEVINE, Manager

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that TOWER GROUP, LLC, a Virginia limited liability company by RONALD C. DEVINE, in his capacity as Manager, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15<sup>th</sup> day of December, 2015.

[Signature]  
Notary Public  
Notary I.D. No.: 4173367

My Commission expires: 1/31/2019



OWNER 2:

MANASSAS AIR PARK 9929, LLC, a Virginia  
limited liability company

By: Brenda S. Devine (SEAL)  
BRENDA S. DEVINE, Manager

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

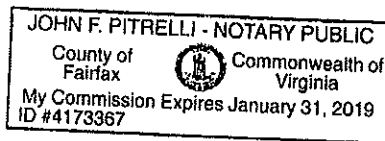
I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that MANASSAS AIR PARK 9929, LLC, a Virginia limited liability company by BRENDA S. DEVINE, in her capacity as Manager, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15<sup>th</sup> day of December, 2015.

[Signature]  
Notary Public

Notary I.D. No.: 4173367

My Commission expires: 1/31/2019



TRUSTEE 1 AND TRUSTEE 3:

KEY FORECLOSURE SERVICES, LLC, a  
Virginia limited liability company, Trustee

By: *John F. Pitrelli* (SEAL)  
JOHN F. PITRELLI, Member

STATE OF Virginia  
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that KEY FORECLOSURE SERVICES, LLC, a Virginia limited liability company, Trustee by JOHN F. PITRELLI, in his capacity as Member, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 21<sup>st</sup> day of December, 2015.

*[Signature]*  
Notary Public

Notary I.D. No.: 257066

My Commission expires: 3/31/2019



CYNTHIA C. BEATTIE  
Notary Public  
Commonwealth of Virginia  
My Commission Expires March 31, 2019  
Registration Number 257066

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BENEFICIARY 1:

BRC LOANS, LLC, a Virginia limited liability company

By: Brenda S. Devine (SEAL)  
BRENDA S. DEVINE, Manager

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that BRC LOANS, LLC, a Virginia limited liability company by BRENDA S. DEVINE, Manager, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15<sup>th</sup> day of December, 2015.

[Signature]  
Notary Public  
Notary I.D. No.: 4173367

My Commission expires: 1/31/2019



TRUSTEE 2:

By: \_\_\_\_\_ (SEAL)  
JOHN A. NERE, JR., Trustee

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to-wit:

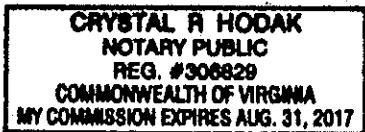
I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that JOHN A. NERE, JR., Trustee, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
Notary I.D. No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

OR



UNION SERVICE CORPORATION, Trustee

By: Jon D. Wallace (SEAL)  
Name: Jon D. Wallace  
Title: Vice President

STATE OF Virginia  
COUNTY OF Spotsylvania, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that UNION SERVICE CORPORATION, Trustee by Jon D. Wallace in his/her capacity as Vice President, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

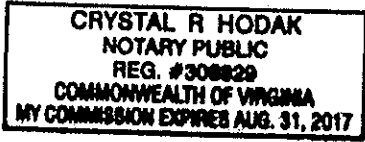
Given under my hand this 16<sup>th</sup> day of December, 2015.

Crystal R. Hodak  
Notary Public  
Notary I.D. No.: 306829

My Commission expires: August 31, 2017

BENEFICIARY 2:

UNION BANK & TRUST



By: James D Kourekli (SEAL)  
Name: James D Kourekli  
Title: SVP

STATE OF Virginia

COUNTY OF Springsville, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that UNION BANK & TRUST, by James D. Kourekli in his/her capacity as Senior Vice President, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 10<sup>th</sup> day of December, 2015.

Crystal R Hodak  
Notary Public  
Notary I.D. No.: 306829

My Commission expires: August 31, 2017

BENEFICIARY 3:

BANK OF AMERICA N.A. as Administrative Agent

By: Christopher J. Addison (SEAL)  
Name: CHRISTOPHER J. ADDISON  
Title: SVP

STATE OF Georgia

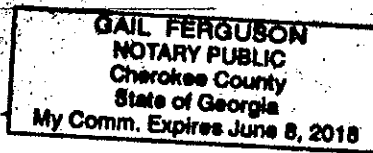
COUNTY OF Fulton, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that BANK OF AMERICA N.A., by Christopher J. Addison in his/her capacity as Senior Vice President, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 23<sup>rd</sup> day of December, 2015.

Gail Ferguson  
Notary Public  
Notary I.D. No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



LESSEE:

TOMS KING (VIRGINIA) LLC, a Delaware limited liability company

By: [Signature] (SEAL)  
Name: W.M. MATTHEW CARPENTER  
Title: MANAGING MEMBER

STATE OF IL

COUNTY OF McHenry, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that TOMS KING (VIRGINIA) LLC, a Delaware limited liability company, by Wm. Matthew Carpenter in his/her capacity as Managing Member whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 18<sup>th</sup> day of December, 2015.

[Signature]  
Notary Public  
Notary I.D. No.: 272058

My Commission expires: 05-07-2018

