

**SHARED ACCESS AND
EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT**

THIS SHARED ACCESS AND EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT (the "Agreement") is made as of the 13 day of March, 2013 by and between **BLOOMINGDALE PARTNERS, LLC**, a Maryland limited liability company ("Bloomingdale"), **EDWARD J. AND RUTH A. MINK** (the "Minks"), and **CAPITAL DEVELOPMENT PARTNERS, LLC**, a South Carolina limited liability company ("Lot A Owner").

RECITALS:

WHEREAS, by virtue of a deed recorded in the land records of Caroline County in Liber 745, folio 240, Bloomingdale is the owner of the parcels of land described in said deed (the "Bloomingdale Parcel") which Bloomingdale Parcel has been subdivided for the purposes of creating two commercial lots, which lots, identified as Lots A and B, are more particularly described and delineated on a plat prepared by Morris & Ritchie Associates, Inc., entitled "Minor Subdivision-Land of Bloomingdale Partners, LLC,"; which plat is intended to be recorded among the Land Records of Caroline County contemporaneously herewith (the "Plat"); a copy of said Plat is also attached as Exhibit A hereto

WHEREAS, Lot A Owner is, or will become, the owner of certain real property located in or near the Town of Federalsburg, Caroline County, Maryland, which property is described as Lot A on said Plat ("Lot A");

WHEREAS, Bloomingdale, as of the date of execution of this Agreement, is the owner of Lot B, as shown on said Plat, as well as a parcel described in the deed recorded in the aforesaid records in Liber 821, folio 215 (the "Adjacent Parcel"), and Bloomingdale also has certain rights to purchase or otherwise acquire the parcel described in the deed recorded as aforesaid in Liber 115, folio 541 (the "Adjoining Parcel") which Adjoining Parcel is currently owned by the Minks;

WHEREAS, a condition of the approval of the subdivision of the Bloomingdale Parcel, required a single entrance and access from Bloomingdale Avenue (Maryland Route 315) to Lots A, B and the Adjacent Parcel, which entrance and access is shown on said Plat. Bloomingdale and the Lot A Owner have agreed to the shared use of that entrance and access area, which will include an entry lane and right and left turn exit lanes to and from Bloomingdale Avenue, together with an entrance to provide ingress to Lot A from said area and egress from Lot A to said area, and which shall also include certain other accessory uses, all of which uses are more particularly defined in Section 1(a)(iii) herein as the "Access Facilities", which Access Facilities are to be located within the Shared Access Easement Area (defined below);

WHEREAS, the "Shared Access Easement Area" is the area, located solely upon Lot B and the Adjacent Parcel (and excluding any portion of Lot A), which is delineated on Exhibit A by crosshatched lines and identified on said Exhibit A as the "Public Access, Grading, SWM, Drainage and Utility Easement";

RETURN TO:
Commonwealth Land Title Insurance Co
1 North Charles Street, Suite 400
Baltimore, Maryland 21201
Sherry Dorsey/12-0475-CL

CAROLINE COUNTY CIRCUIT COURT (Land Records) FDM 1048, p. 0071, MSA_CE95_818. Date available 03/29/2013. Printed 04/21/2020.

WHEREAS, Bloomingdale desires to grant easements to benefit the Adjacent Parcel and the Adjoining Parcel within the Shared Access Easement Area, and to reserve certain rights in and to such Shared Access Easement Area for the benefit of Lot B;

WHEREAS, Bloomingdale has also agreed to grant Lot A Owner an easement over the Shared Access Easement Area for purposes of providing Lot A with access to water, sewer and utility facilities, as described herein, and an easement over a portion of Lot B for the installation and maintenance of certain Storm Water Management systems, all as more particularly described herein; and

WHEREAS, Bloomingdale, Lot A Owner and the Minks have agreed that Lot A, Lot B, the Adjacent Parcel and the Adjoining Parcel shall each be held, sold and conveyed subject to and together with the benefit of (as the case may be) the easements, covenants and restrictions contained herein.

NOW, THEREFORE, in consideration of the matters contained in the above recitals, which are hereby incorporated into and made a part of this Agreement, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. (a) (i) Subject to the terms of this Agreement, Bloomingdale hereby reserves a non-exclusive easement appurtenant to and for the benefit of Lot B and the Adjacent Parcel, and grants and conveys a non-exclusive easement appurtenant to and for the benefit of the Adjoining Parcel, upon, over, through and across the Shared Access Easement Area: (1) for pedestrian and vehicular ingress to Lot B, the Adjacent Parcel and the Adjoining Parcel (collectively, the "Bloomingdale/Minks Parcels" by the respective owners of Lot B, the Adjacent Parcel and the Adjoining Parcel (collectively, the "Bloomingdale/Minks Parties") and their respective invitees from Bloomingdale Avenue (Maryland Route 315) including, without limitation, pedestrian foot traffic, automobiles, commercial trucks, trailers, and equipment servicing the Bloomingdale/Minks Parcels; (2) for egress from the Bloomingdale/Minks Parcels by the Bloomingdale/Minks Parties and their respective invitees to Bloomingdale Avenue (Maryland Route 315), including, without limitation, pedestrian foot traffic, automobiles, commercial trucks, trailers, equipment servicing the Bloomingdale/Minks Parcels; and (3) to allow the Bloomingdale/Minks Parties, at the sole cost and expense of the Bloomingdale/Minks Parties, to construct, install, use, maintain and have access to, for the benefit of the Bloomingdale/Minks Parcels, public and private utility facilities within the Shared Access Easement Area including, without limitation, water, sewer, storm water, telecommunications, electric and gas (collectively, the "Bloomingdale/Minks Utility Facilities"); provided, however, that (A) the Bloomingdale/Minks Utility Facilities shall not be deemed to include the Lot A Utility Facilities (as defined in paragraph 1 (a) (ii) below), (B) the Bloomingdale/Minks Parties shall not alter, disturb, disrupt or adversely affect the Lot A Utility Facilities, except as expressly permitted under Section 1 (b) (iii) of this Agreement in connection with a Relocation Event (as such term is defined therein), and (C) the Bloomingdale/Minks Parties shall indemnify Lot A Owner, upon written demand, for any and all increased cost incurred by Lot A Owner with respect to the Lot A Utility Facilities resulting from the installation, maintenance or use of the Bloomingdale/Minks Utility Facilities.

(ii) Bloomingdale hereby grants and conveys to Lot A Owner, effective as of the date hereof, and subject to the terms of this Agreement, a non-exclusive easement appurtenant to and benefitting Lot A upon, over, through and across the Shared Access Easement Area: (1) for pedestrian and vehicular ingress and egress by Lot A Owner and its invitees to, from and between Bloomingdale Avenue (Maryland Route 315) and Lot A, to permit, without limitation, pedestrian foot traffic, automobiles, commercial trucks, trailers, equipment servicing Lot A; (2) to allow the Lot A Owner, at the sole cost and expense of the Lot A Owner, to construct, install, use, maintain and have access to, for the benefit of Lot A, public and private utility facilities within the Shared Access Easement Area including, without limitation, water, sewer, storm water, telecommunications, electric and gas (collectively, the "Lot A Utility Facilities"); provided, however, that (A) the Lot A Utility Facilities shall not be deemed to include the Bloomingdale/Minks Utility Facilities (as defined in paragraph 1 (a) (i) above), (B) the Lot A Owner shall not alter, disturb, disrupt or adversely affect the Bloomingdale/Minks Utility Facilities, and (C) the Lot A Owner shall indemnify the Bloomingdale/Minks Parties, upon written demand, for any and all increased costs incurred by Bloomingdale/Minks Parties for the Bloomingdale/Minks Utility Facilities resulting from Lot A Owner's installation, maintenance or use of the Lot A Utility Facilities; provided, however that such indemnification shall only apply to any increased costs that are incurred by Bloomingdale/Minks Parties after the Bloomingdale/Minks Utility Facilities have been installed, and shall not apply to the cost of the initial installation of Bloomingdale/Minks Utility Facilities; (3) to allow Lot A Owner to install, re-install, maintain and repair, certain signage and improvements as identified on Exhibit B; and (4) to permit Lot A Owner, at Lot A Owner's sole cost, to construct, install and maintain a driveway entrance and accessory improvements as shall be required to benefit Lot A, Lot B, the Adjacent Parcel and the Adjoining Parcel, to provide access to and from said parcels and to provide access to such Storm Water Facilities (as that term is hereafter defined in Section 1(b)(i)) as are to be located within the Shared Access Easement Area. Except for the maintenance and upkeep costs hereafter provided, neither Lot A Owner nor any of its invitees shall be required to pay any fees for their use of the Shared Access Easement Area in accordance with this Agreement, provided, however, that each party shall promptly restore, at such party's sole cost and expense, any damage to the Shared Access Easement Area arising from a casualty caused solely by such party or such party's invitees.

(iii) Lot A Owner shall be responsible for the initial cost of design, construction and installation of the driveway entrance, sidewalk and accessory improvements within the Shared Access Easement Area (collectively, the "Access Facilities") and shall bear the entire cost of maintenance thereof until any of the Bloomingdale/Minks Parcels is developed or improved for commercial purposes (the foregoing being a "Triggering Event"). Bloomingdale shall grant to Lot A Owner such temporary easements as may be reasonably necessary for the construction of such Access Facilities. The Lot A Owner shall provide, prior to the submittal to any applicable reviewing agency, all plans, permits or submittals for Bloomingdale's review and approval relating to the Access Facilities (such approval not to be unreasonably withheld, conditioned or delayed), and Bloomingdale shall have the right to have such construction inspected by an independent inspector of Bloomingdale's choice, and at Bloomingdale's expense. At all times during construction of the Access Facilities, Lot A Owner shall take all reasonable precautions to allow the occupants of the Adjacent Parcel to have access to and from the Adjacent Parcel and Bloomingdale Road, and to allow deliveries to be made to the Adjacent Parcel from Bloomingdale Road. Once constructed by or on behalf of Lot A Owner, the

driveway shall not be modified, altered, relocated or otherwise changed, without the prior written consent of the owner of Lot A (such approval not to be unreasonably withheld, conditioned or delayed).

(iv) From and after a Triggering Event, Bloomingdale, its successors and assigns shall be responsible for all maintenance and upkeep of the Access Facilities, and the costs and expenses thereof shall be shared by and among Lot A Owner and the owner of each Bloomingdale/Minks Parcel which has been developed or improved for commercial purposes on a pro-rated basis based upon the proportionate share of building square feet built upon Lot A, Lot B, the Adjacent Parcel, and, if Bloomingdale so develops, the Adjoining Parcel. Lot A Owner shall have the right of self-help to cure any default by Bloomingdale, its successors and assigns, in the performance of its maintenance responsibilities for the Access Facilities hereunder. The foregoing notwithstanding, after initial construction, Bloomingdale shall be responsible for the maintenance of that portion of the sidewalk within the Shared Access Easement Area that is located upon Lot B, and the owner of the Adjacent Parcel shall be responsible for the maintenance of that portion of the sidewalk within the Shared Access Easement Area that is located upon the Adjacent Parcel.

(v) Bloomingdale and Lot A Owner do further agree that no party hereto, or their respective successors or assigns, shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between Lot A and Lot B or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easement granted herein. This Agreement does not dedicate the easement created herein to the general public, nor does this Agreement restrict the use and development of Lot A, Lot B, the Adjacent or the Adjoining Parcel, except as otherwise stated herein.

(v) Prior to the construction of the Access Facilities, Lot A Owner shall deliver to Bloomingdale a certificate of insurance identifying Bloomingdale as an additional insured on all liability insurance policies and shall maintain such policies in full force and effect during all periods of construction and for any period in which Lot A Owner has any obligations for maintenance and repair of such Access Facilities.

(vi) Lot A Owner shall indemnify and hold Bloomingdale harmless for any and all actions, including any enforcement actions instituted by applicable governmental agencies having appropriate jurisdiction for the design, construction and maintenance (but only during the period of Lot A Owner's exclusive maintenance obligations) of all the Access Facilities, including specifically but not limited to any activities conducted pursuant to any permits issued for grading, stabilization, planting or replanting, installation or re-installation. In the event of any enforcement action relating to the design, construction and maintenance (but only during the period of Lot A Owner's exclusive maintenance obligations), Lot A Owner shall defend Bloomingdale and shall be solely responsible for the costs of such defense including all reasonable attorney fees incurred by or on behalf of Bloomingdale and, in the event of any penalties or fines imposed as a result of such enforcement action, Lot A Owner shall be responsible for the payment of such fines.

(b) (i) Bloomingdale hereby grants and conveys to Lot A Owner, effective as of the date hereof, and subject to the terms of this Agreement, an easement upon, under, over, above and across each of the Shared Access Easement Area and the area identified on Exhibit A as the "Drainage Easement" which Drainage Easement is of a variable 25' and 35' (collectively, the "Storm Water Management Easements"), for the discharge, drainage, use, detention and retention of storm water runoff from Lot A, and to permit Lot A Owner to install, re-install, maintain, repair and replace certain surface and subsurface storm water management facilities and accessory structures including, without limitation, collection, retention, detention and distribution lines, conduits, pipes and other apparatus. All lines, conduits, pipes and other such apparatus for water drainage, and all storage systems necessary in connection therewith shall be referenced in this Agreement as the "Storm Water Facilities." The easement granted herein shall include such access to the Storm Water Facilities as may be reasonably required to maintain and operate the same. Subject to the provisions set forth in subsection (iii) below, once constructed by or on behalf of Lot A Owner, the Storm Water Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of the owner of Lot A (which consent shall not be unreasonably withheld, conditioned or delayed).

(ii) Lot A Owner shall be responsible for the initial cost of construction and installation of the Storm Water Facilities. Bloomingdale shall grant to Lot A Owner such temporary easements as may be reasonably necessary for the construction of such Storm Water Facilities. All Storm Water Facilities shall be designed to be piped below grade if required by the relevant governmental authorities and shall be designed and installed at Lot A Owner's expense, subject to the provision that such portion of the Storm Water Facilities to be located within the "Drainage Easement" shall be piped below grade (irrespective of whether required by any governmental authority) and installed at Lot A Owner's cost not to exceed \$8,000, and Bloomingdale agrees to pay costs above such amount. Except as provided below, the Storm Water Facilities shall be maintained and kept at Lot A Owner's sole expense.

(iii) Bloomingdale shall have the right to relocate such Storm Water Facilities and Storm Water Management Easements at a future date, at Bloomingdale's sole expense, if such relocation is required in connection with the subsequent development or redevelopment of Lot B, the Adjacent Parcel, or the Adjoining Parcel (any such relocation being referred to herein as a "Relocation Event"). Bloomingdale's right to relocate the Storm Water Facilities and Storm Water Management Easements shall be expressly conditioned on such redesign and relocation of the Storm Water Facilities having no adverse impact on Lot A or its then current user. All relocated Storm Water Facilities and Storm Water Management Easements shall be designed and installed at Bloomingdale's sole expense. Said relocation shall not require the agreement or consent of any tenant, or licensee then occupying Lot A. In the event that Bloomingdale exercises its right to relocate said Storm Water Management Facilities and Storm Water Management Easements, Bloomingdale, its successors and assigns shall thereafter be solely responsible for all maintenance and upkeep of the Storm Water Management Facilities so relocated, and the costs and expenses thereof shall be shared among the respective owners of Lot A and each of the Bloomingdale/Minks Parcels on a pro-rated basis in proportion to the square footage of the buildings located upon Lot A and each of the Bloomingdale/Minks Parcels as of the time such costs and expenses are incurred. Lot A Owner shall have the right of self-help with respect to a breach of any maintenance responsibilities for the Storm Water Facilities by Bloomingdale, its successors and assigns, hereunder.

(iv) Prior to Lot A Owner's construction of the Storm Water Facilities, Lot A Owner shall deliver to Bloomingdale a certificate of insurance identifying Bloomingdale as an additional insured on all liability insurance policies and shall maintain such policies in full force and effect during all periods of construction and for any period in which Lot A Owner has any obligations for maintenance of such Storm Water Facilities.

(v) Lot A Owner shall provide to Bloomingdale, prior to the submittal to any applicable reviewing agency, all plans, permits or submittals relating to the Storm Water Facilities for Bloomingdale's review and approval (such approval not to be unreasonably withheld, conditioned or delayed), and Bloomingdale shall have the right to have such construction inspected by an independent inspector of Bloomingdale's choice and at Bloomingdale's expense.

(vi) Lot A Owner shall indemnify and hold Bloomingdale harmless from and against any and all actions, including any enforcement actions instituted by applicable governmental agencies having appropriate jurisdiction, relating to the design, construction and maintenance of all Storm Water Facilities (but only for the period prior to a Relocation Event), including but not limited to any activities conducted pursuant to any permits issued for grading, stabilization, planting or replanting, installation or re-installation. In the event of any such enforcement action relating to the design, construction and maintenance of Storm Water Facilities (but only for the period prior to a Relocation Event), Lot A Owner shall defend Bloomingdale and shall be solely responsible for the costs of such defense including all reasonable attorney fees incurred by or on behalf of Bloomingdale and, in the event of any penalties or fines imposed as a result of such enforcement action, Lot A Owner shall be responsible for the payment of such fines.

(vii) Following a Relocation Event, Bloomingdale shall indemnify and hold Lot A Owner harmless from and against any and all actions, including any enforcement actions instituted by applicable governmental agencies having appropriate jurisdiction, for the design, construction or maintenance of the Storm Water Facilities (but only for the period from and after the Relocation Event), including but not limited to any activities conducted pursuant to any permits issued for grading, stabilization, planting or replanting, installation or re-installation. In the event of any such enforcement action relating to the design, construction or maintenance of Storm Water Facilities (but only for the period from and after the Relocation Event), Bloomingdale shall defend Lot A Owner and shall be solely responsible for the costs of such defense including all reasonable attorney fees incurred by or on behalf of Lot A Owner and, in the event of any penalties or fines imposed as a result of such enforcement action, Bloomingdale shall be responsible for the payment of such fines.

(viii) In the event Bloomingdale relocates any of the Storm Water Facilities and/or Storm Water Management Easements, Bloomingdale shall provide to Lot A Owner, prior to the submittal to any applicable reviewing agency, all plans, permits and submittals relating to the Storm Water Facilities for Lot A Owner's review and approval (such approval not to be unreasonably withheld, conditioned or delayed), and Lot A Owner shall have

the right to have such construction inspected by an independent inspector of Lot A Owner's choice and at Lot A Owner's expense.

2. No part of Lot A, Lot B, the Adjacent Parcel or the Adjoining Parcel shall be used for: (a) any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor, except as part of a health club, day spa, or personal beauty services use; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (i) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (j) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (k) any dry cleaners performing on-site cleaning services; (l) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (m) any animal raising facilities (except this provision shall not prohibit pet shops); (n) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (o) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (p) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; and (q) any use which manufactures explosives or a use which, by virtue of its operation, would tend to cause the insurance risk rating of the adjoining property to be increased.

3. Bloomingdale and the Minks covenant and agree: (i) not to lease, rent or occupy, or allow to be leased, rented or occupied, the whole or any part of Lot B, the Adjacent Parcel or the Adjoining Parcel for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, or any Wal-Mart concept; and (ii) for a period of three (3) years commencing upon the date of the deed conveying Lot A to the Lot A Owner, not to lease, rent or occupy, or allow to be leased, rented or occupied, the whole or any part of Lot B, the Adjacent Parcel or the Adjoining Parcel for the purpose of conducting business as, or for use as, Walgreens, CVS, or Rite Aid. This covenant shall run with the land and shall be binding upon Bloomingdale, the Minks and their respective heirs, successors, assigns and successors in title to Lot B, the Adjacent Parcel and the Adjoining Parcel. Bloomingdale and the Minks each agree (for itself and any affiliates) not to accept any engagement as a developer for such purposes in violation of the foregoing restrictive covenants.

4. The easement, agreements and restrictions described in this Agreement shall run with the land and shall be binding upon and inure to the benefit of Bloomingdale, the Minks and Lot A Owner (as the case may be), and their respective successors, lessees, and the future owners and lessees of Lot A, Lot B, the Adjacent Parcel and the Adjoining Parcel, and shall be perpetual, except that all restrictions in Paragraphs 2 and 3 above shall automatically terminate and be of no further force or effect ninety (90) days after the expiration or termination of the lease between Lot A Owner and Dollar General (or its successors or assigns).

5. In addition to all other remedies available at law or in equity, upon the failure by the owner of Lot A or any of the Bloomingdale/Minks Parcels to cure a breach of this Agreement by such owner within thirty (30) days following written notice thereof (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting owners shall each have the right to perform such obligation contained in this Agreement on behalf of such defaulting owner and be reimbursed by such defaulting owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time published in the *Wall Street Journal* (or its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of its easement rights hereunder, a non-defaulting owner may immediately cure a defaulting owner's breach of this Agreement and shall be reimbursed by the defaulting owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

6. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAW.

Signatures on the following pages

IMP FD SUR \$4	40.00
RECORDING FEE	75.00
TOTAL	115.00
Res# CN01	Rec# # 56764
FDM CLB	Blk # 724
Mar 21, 2013	11:15 am

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove.

Witness:

CAPITAL DEVELOPMENT PARTNERS, LLC,
a South Carolina limited liability company

W. Bruce Wrenn

By: [Signature]

Name: Mark M. James
Title: Authorized Signer

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Lexington

I, Jennifer M. Mole, do hereby certify that **Capital Development Partners, LLC**, by: Mark M. James its: Authorized Signer, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 14 day of March, 2013.

[Signature]
Notary Public for South Carolina
My Commission expires: July 19, 2016
(NOTARY SEAL)



Witness:

[Signature]

BLOOMINGDALE PARTNERS, LLC

By: [Signature]

Name: R. Charles Nichols

Title: Member

STATE OF MARYLAND,

CITY/COUNTY OF Hartford, to wit:

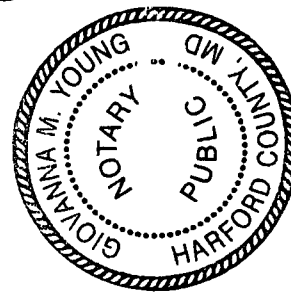
I HEREBY CERTIFY THAT on this 13th day of March, 2013, before the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared R. Charles Nichols who acknowledged himself/herself to be the Member of Bloomingdale Partners, LLC, a Maryland limited liability company, and that he/she, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Giovanna M. Young
Notary Public

My Commission Expires: 6/7/15



Witness:

[Signature]

Edward J. Mink
EDWARD J. MINK

Witness:

[Signature]

Ruth A. Mink
RUTH A. MINK

STATE OF MARYLAND,

CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY THAT on this 13th day of March, 2013, before the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared Edward J. Mink, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

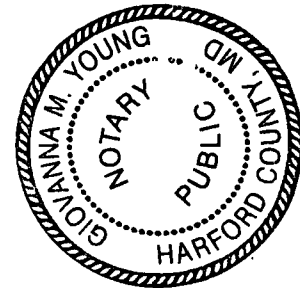
(SEAL)

Giovanna M. Young
Notary Public

My Commission Expires: 6/7/15

STATE OF MARYLAND,

CITY/COUNTY OF Harford, to wit:



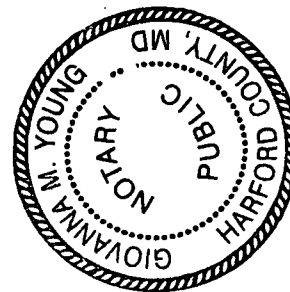
I HEREBY CERTIFY THAT on this 13th day of March, 2013, before the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared Ruth A. Mink, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Giovanna M. Young
Notary Public

My Commission Expires: 6/7/15



THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED MARYLAND ATTORNEY.



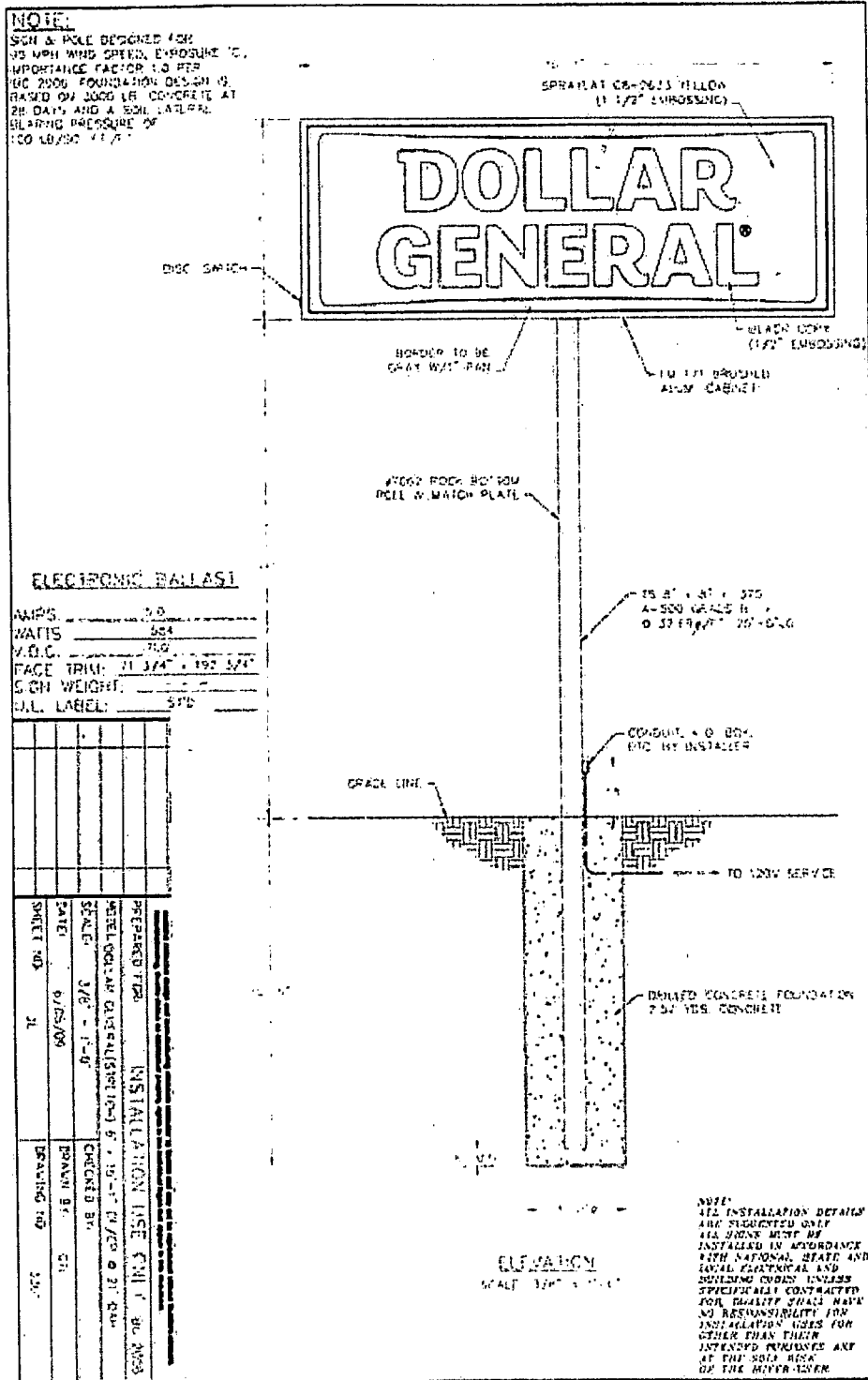
Matthew L. Kimball

Exhibit A

Exhibit B

4819-7613-0323, v. 1

Exhibit B



This rendering is not intended to be the final drawing for submittal to the Town. However, the final sign will be substantially similar to the rendering shown here.

The Town of Federalsburg codes provide for the right to construct a new freestanding pylon sign of at least 3'9" x 26' and up to a maximum height of 25 feet. Dollar General will construct a new sign conforming to the restrictions and requirements of the Town.