

Prepared by Teramore Development, LLC (Courtney Williams)
Upon recording, please return to:
Teramore Development, LLC
165 Big Star Drive
Thomasville, GA 31757

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement (this "Agreement") is made this 12th day of October, 2023 by and between **FAITH CONSTRUCTION OF CENTRAL FLORIDA LLC**, a Florida limited liability company, whose address is 555 Morgan Wood Drive, Deland, Florida 32724 ("Faith"), and **TERAMORE DEVELOPMENT, LLC**, a Georgia limited liability company, whose address is 165 Big Star Drive, Thomasville, Georgia 31757 ("Teramore") (hereinafter sometimes collectively referred to as the "Parties" or "Owners").

RECITALS:

WHEREAS, Teramore is the owner of 3.0 acres, more or less, of real property located in Holmes County, Florida (the "Teramore Tract"), which property is more specifically described on Exhibit "A" attached hereto;

WHEREAS, Faith is the owner of 34.21 acres, more or less, of real property located in Holmes County, Florida that is adjacent to the Teramore Tract and which is more specifically described on Exhibit "B" attached hereto (the "Faith Tract"; the Teramore Tract and Faith Tract each being herein sometimes individually as a "Tract" and collectively as the "Tracts");

WHEREAS, the Teramore Tract and the Faith Tract are contiguous to one another; and

WHEREAS, Teramore and Faith desire to obtain certain restrictive covenants benefiting and burdening the Tracts.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the hereinabove set forth premises the benefits to be derived by Faith and Teramore and every subsequent "Owner" (which, for purposes hereof, shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any portion of the Faith Tract or the Teramore Tract, along with such record owner's tenants, but shall not include those holding title merely as security for the performance of an obligation), their heirs, successors, successors-in-title

and assigns, and other good and valuable considerations, the receipt and sufficiency of which are hereby conclusively acknowledged, Faith and Teramore hereby agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Benefited Parties/Binding Effect/Duration. The restrictions and obligations established in this Agreement shall run with the land, be for the benefit and burden of the Tracts, be appurtenant to the title to the Tracts, and be binding upon the Tracts, perpetually to the extent provided by law; provided that, the restrictions contained in this Agreement shall terminate upon the business located on the Teramore Tract ceasing to be leased to or otherwise occupied by Dollar General, its successors and/or assigns (construction of or temporary closure of the business located on the Teramore Tract as a Dollar General, or change of the name of the business to reflect a name change, merger, or sale at the corporate level by Dollar General, its successors, or assigns, shall not constitute termination of the Dollar General lease on the Teramore Tract).

3. Restrictions on Faith Tract. Faith covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Faith Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

4. Use Restrictions on Faith Tract and Teramore Tract. Each of Faith and Teramore covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its Tract to be used or operated for any of the following: (a) intentionally omitted; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) intentionally omitted; (h) any assembling, manufacturing, distilling, smelting, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; provided, however, laundromats and coin laundry facilities shall be permitted; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) 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; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

5. Captions; Severability. The captions of each section of this Agreement are inserted for convenience only and shall not be construed as defining, limiting, extending or otherwise modifying or adding to the substance of the particular section to which they refer. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining sections, subsections, paragraphs, sentences, clauses and phrases, nevertheless, will continue to remain in full force and effect.

4. Consent of Secured Party. The Parties represent and warrant that there are no security interests affecting the Tracts. It is the intent of the Parties hereto that the restrictions in this Agreement shall be prior and superior to the title, lien and encumbrance of any and all mortgages, security agreements, leases and all other interests in and encumbrances upon the property burdened by said restrictions.

5. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the express parties hereto and their successors, tenants or assigns any rights or remedies under or by reason of this Agreement.

6. Litigation Costs and Venue. If any litigation results from any dispute under this Agreement, the substantially prevailing party in such litigation shall be entitled to recover all reasonable costs incurred in connections with the litigation, including but not limited to, attorneys' fees at both the trial and appellate levels. The venue for any such legal proceeding shall lie exclusively in the Circuit Court in Holmes County, Florida.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements.

8. Amendments. No amendment to this Agreement shall be binding on any party, unless in writing, duly executed by both parties hereto, with the same degree of formality as this Agreement, and only with the prior consent of Dollar General Corporation, so long as it, its successors, assigns or assignees, is leasing or otherwise occupying all or any portion of the Teramore Tract (construction of or temporary closure of the business located on the Teramore Tract as a Dollar General, or change of the name of the business to reflect a name change, merger, or sale at the corporate level by Dollar General, its successors, or assigns, shall not constitute termination of the Dollar General lease on the Teramore Tract).

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

10. Nature of Restrictions. The restrictions, rights, obligations, covenants and privileges herein granted and established are intended to and do benefit and burden the Tracts and shall run with and be appurtenant to the title to the Tracts and shall benefit and burden the owners

of the Tracts and each such owner's successors, assigns, successors-in-title, invitees, employees and tenants.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws.

12. Waiver of Trial by Jury.

FAITH AND TERAMORE WAIVE TRIAL BY JURY IN RESPECT OF ANY DISPUTE AND ANY ACTION IN DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY FAITH AND TERAMORE, AND EACH OF THE PARTIES HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. FAITH AND TERAMORE ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. FAITH AND TERAMORE FURTHER REPRESENT AND WARRANT THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

{Signatures on the Following Pages}

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has set their hands and seal on the day, month, and year first above written.

“Faith”

FAITH CONSTRUCTION OF CENTRAL
FLORIDA LLC, a Florida limited liability company

By: Zakia Elamine
Zakia Elamine, its Manager

Signed, sealed and delivered
in the presence of:

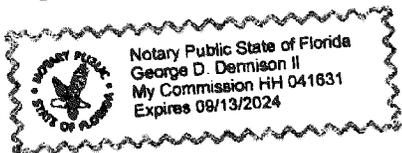
Maria A. Frias
Witness Name #1: Maria A. Frias

George D. Demison
Witness Name #2: George D. Demison

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of October, 2023, by **Zakia Elamine**, as Manager of Faith Construction of Central Florida LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced Driver's License as identification.

[Notary Seal]



George D. Demison
Notary Public
Printed Name: George Demison
My Commission Expires: _____

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has set its hand and seal on the day, month, and year first above written.

“Teramore”

TERAMORE DEVELOPMENT, LLC,
a Georgia limited liability company

By: [Signature] (SEAL)
Steve Hufstetler, Manager

Signed, sealed and delivered
in the presence of:

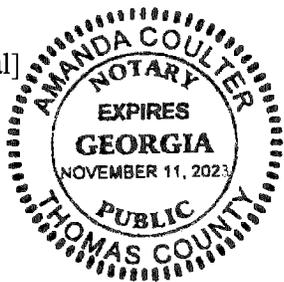
Witness Name #1: Justin Kuisinussen

Witness Name #2: David Newbome

STATE OF GEORGIA
COUNTY OF THOMAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of October, 2023, by **Steve Hufstetler**, as Manager of Teramore Development, LLC, a Georgia limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Amanda Coulter
My Commission Expires: Nov. 11, 2023

EXHIBIT "A"

THE TERAMORE TRACT

COMMENCE AT A FOUND CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 14 WEST, HOLMES COUNTY, FLORIDA, AND PROCEED THENCE N 01° 31' 11" E, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 1319.78 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE S 88° 21' 00" E, ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1.35 FEET TO A 4"x 4" CONCRETE MONUMENT (LB 5337) AT THE EAST RIGHT OF WAY BOUNDARY OF STATE ROAD 79; THENCE S 00° 48' 03" W ALONG SAID R/W LINE, A DISTANCE OF 113.77 FEET TO A 1/2" IRON REBAR AND CAP (LB 7612) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY S 88° 21' 00" E, A DISTANCE OF 301.65 FEET TO A 1/2" IRON REBAR AND CAP (LB 7612); THENCE S 00° 47' 42" W, A DISTANCE OF 510.04 FEET TO A 1/2" IRON REBAR AND CAP (LB 7612) AT ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY OF A 75.00 FOOT WIDE ROADWAY KNOWN AS COUNTY ROAD 160 AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 11,683.15 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 00° 30' 21" (CHORD BEING N 61° 24' 57" W, 103.17 FEET), FOR AN ARC DISTANCE OF 103.17 FEET TO A 1/2" IRON REBAR AND CAP (LB 5337) AT THE POINT OF TANGENCY; THENCE N 61° 39' 28" W, ALONG SAID RIGHT OF WAY, A DISTANCE OF 237.82 FEET TO A 1/2" IRON REBAR AND CAP (LB 5337) AT ITS INTERSECTION WITH THE EAST RIGHT OF WAY BOUNDARY OF STATE ROAD 79 AND BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 22,968.31 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID EAST RIGHT OF WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 00° 13' 02", FOR AN ARC DISTANCE OF 87.05 FEET (CHORD BEING N 01° 06' 56" E, 87.05 FEET) TO A 5/8" IRON REBAR AND CAP (LB 2468) AT THE POINT OF TANGENCY; THENCE N 00° 48' 03" E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 269.40 FEET TO THE POINT OF BEGINNING. CONTAINING 3.00 ACRES, MORE OR LESS.

EXHIBIT "B"

THE FAITH TRACT

COMMENCE AT A FOUND CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 14 WEST, HOLMES COUNTY, FLORIDA, AND PROCEED THENCE N 01° 31' 11" E, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 1319.78 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE S 88° 21' 00" E, ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1.35 FEET TO A 4"x 4" CONCRETE MONUMENT (LB 5337) AT THE EAST RIGHT OF WAY BOUNDARY OF STATE ROAD 79 AND THE POINT OF BEGINNING; THENCE S 88°21'00" E, A DISTANCE OF 1843.05 FEET TO A 4"x 4" CONCRETE MONUMENT (LB 5337) ; THENCE S 12°10'24" W, A DISTANCE OF 500.07 FEET TO A 4"x 4" CONCRETE MONUMENT (LB 5337); THENCE S 03°57'34" W, A DISTANCE OF 303.62 FEET TO A 1/2" IRON REBAR AND CAP (F-1355); THENCE S 01°37'21" W, A DISTANCE OF 522.85 FEET TO A 1/2" IRON REBAR AT THE SOUTH BOUNDARY LINE OF SAID SECTION 16; THENCE N 88°24'45" W, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 16, A DISTANCE OF 104.53 FEET TO A 1/2" IRON REBAR AND CAP (LB 7612) AT THE INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY OF A 75.00 FOOT WIDE ROADWAY KNOWN AS COUNTY ROAD 160; THENCE N 60°40'01" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY, 1397.89 FEET TO A 1/2" IRON REBAR AND CAP (5337) AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 11,683.15 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 00° 28' 38" (CHORD BEING N 60° 55' 27" W, 97.31 FEET), FOR AN ARC DISTANCE OF 97.31 FEET TO A 1/2" IRON REBAR AND CAP (LB 7612) AT THE POINT OF TANGENCY; THENCE DEPARTING SAID RIGHT OF WAY LINE N 00°47'42" E, A DISTANCE OF 510.04 FEET TO A 1/2" IRON REBAR AND CAP (LB 7612); THENCE N 88°21'00" W, A DISTANCE OF 301.65 FEET TO A 1/2" IRON REBAR AND CAP (LB 7612) ON THE AFORESAID EAST RIGHT OF WAY BOUNDARY OF STATE ROAD 79, THENCE N 00°48'03" E, A DISTANCE OF 113.77 TO THE POINT OF BEGINNING, CONTAINING 34.21 ACRES, MORE OR LESS.