

Competitive Restrictions - Seller covenants and agrees not to develop or construct or allow to be developed or constructed on any property now or hereafter owned by Seller or an affiliate of Seller or be developed or constructed by Seller or an affiliate of Seller for a third party on any land contiguous to the boundaries of the affected property for the purpose of conducting business as, or for use as Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, 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. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming an interest in the Restricted Property from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be in effect so long as Dollar General Corporation or its affiliates, successors, assigns or assignees is leasing any portion of the PBGH Lot.

Noxious Use Restrictions - Seller covenants and agrees not to develop or construct or allow to be developed or constructed on any property now or hereafter owned by Seller or an affiliate of Seller or be developed or constructed by Seller or an affiliate of Seller for a third party on any land contiguous to the boundaries of the affected property to be used or operated for any of the following: (a) for 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 (other than a national chain); (d) funeral parlor; (e) bingo parlor; (f) 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 on Lot or Adjacent Lot, except that any usual paging system be allowed; (g) any manufacturing, distilling, smelting, agricultural, or mining operation; (h) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (i) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (j) any 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); (k) 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; (l) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (m) any pool or billiard hall, gun range or shooting gallery; (n) any use which creates fire, explosives or other hazards; (o) 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; and (p) any business or facility used in the growing, grading, delivery, transferring, supplying, dispensing, distributing or selling or marijuana or any synthetic or artificial cannabinoids, whether by prescription medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant or any herb used in the production of any synthetic or artificial cannabinoids. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming an interest in the Restricted Property from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be in effect so long as Dollar General Corporation or its affiliates, successors, assigns, or assignees is leasing any portion of the PBGH Lot.

The above covenants and restrictions shall be recorded at closing as a Restrictive Use Agreement.