

## EXHIBIT A,,

The Property is being conveyed subject to the following restrictions, which Grantor imposes as covenants running with the land and binding upon Granted and all successor owners of the Property, their tenants, and all other persons have right, title or interest in or to the Property:

The Property shall not be used (a) for the sale of any prepared food or prepared food products, dairy products, and soft drinks, except as may be sold through vending machines. (b) as a convenience store or retail sales of any kind, (c) for retail sale of gasoline or diesel, (d) for retail sale of electronic cigarettes, cigarettes, and tobacco products, (e) for the retail sale of beer and wine for on or off-premises consumption, (f) for a dollar or other discount store, (g) For a sit down Restaurant or fast food establishment of any kind, (h) EV public charging stations (i) As used herein, the phrase "sale of gasoline" shall include the sale or lease of any other energy source for motor vehicle as may hereafter be used in conjunction with or as an alternative to gasoline.

(collectively, the "Restrictions").

The foregoing Restrictions are for the benefit of Grantor, its successors and assigns, and are no intended to and do not benefit any other person or the general public. Grantor has the sole and absolute right to waive or terminate any of the Restrictions. Grantee covenants, acknowledges and agrees, on behalf of itself and its heirs, grantees, executors, successors, and assigns: (a) not to challenge the enforceability or enforcement of the Restrictions and the irrevocably waive and release any objection, in whole or in part, to such Restrictions, and to indemnify Grantor for any costs and expenses, including reasonable attorney fees, incurred by Grantor in connection with or as a result of a violation or breach of this provision; (b) that a violation of the Restrictions shall cause irreparable harm to Grantor that cannot be remedied solely through money damages and that such damages would be an inadequate remedy, such that Grantor is entitled to injunctive relief on both a preliminary and permanent basis to prohibit a violation of the Restrictions; (c) to waive the posting of a bond by Grantor in the event Grantor seeks a temporary restraining order or preliminary injunction to preclude or prohibit a violation of the Restrictions; (d) that in the event of a violation of the Restrictions, its term shall be extended for a period of time coextensive with the period of the violation; (e) that Grantor's failure to insist on strict compliance with the Restrictions for any period of time does not constitute a waiver of the requirement that Grantee strictly comply with the Restrictions; and (f) that Grantor may in its sole discretion and without Grantee's or the then property owner's consent, and by recording a written instrument in the Real Property Records of Dewitt County, unilaterally release the Restrictions or any part, term or provision of it, or unilaterally modify the Restrictions to narrow its scope.