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Dena Adams, C.S.C.
White County, GA



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SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the 4TH day of May 2016, by HRH Land Development Group, LLC, a Georgia limited liability company (hereinafter referred to as the "Declarant")

WITNESSETH:

WHEREAS, Declarant owns fee simple title to Tracts 2 - 9, as shown and more particularly described on that certain subdivision plat entitled "Map or Plat Prepared For Highway 129 Commercial, HRH Land Development Group, LLC, City of Cleveland, White County, Georgia" recorded on April 13, 2016 in Book A, Page 85B in the Office of the Clerk of Superior Court, White County, Georgia (hereinafter referred to as the "Subdivision Plat"), which Subdivision Plat is incorporated herein by reference and a reduced copy of same is attached hereto as **Exhibit "A"** for convenience of reference. The Subdivision Plat has only been approved as to tracts 5 and 6 as drawn, and may be subsequently revised. Said Tracts 2 - 9 may hereinafter be referred to collectively as the "Declarant Property" which Declarant would own, even if the configuration is revised and upon which Declarant is developing a commercial development known as "HRH Land Development - Cleveland, GA"; and

WHEREAS, AMF owns fee simple title to Tract 1 as shown and more particularly described on the Subdivision Plat (which Tract 1 may hereinafter be referred to as "Tract 1" or the "AMF Property"); and

WHEREAS, the Declarant Property and the AMF Property are intended to be developed as a commercial development; and

WHEREAS, Declarant has previously executed and recorded a Declaration of Easements, Covenants and Restrictions, dated October 1, 2005, recorded at Deed Book 1578, pages 137-159, White County Records (hereinafter referred to as the "Previous Declaration"); and

WHEREAS, Declarant wishes to supplement the Previous Declaration with additional provisions not covered by the Previous Declaration; ;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, conditions, easements and agreements hereinafter set forth Declarant and AMF hereby establish this Supplemental Declaration of Easements, Covenants and Restrictions for HRH Land Development - Cleveland, GA.

ARTICLE I DEFINITIONS

In addition to any terms whose definitions are fixed and defined above or elsewhere in this Declaration, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1. Access Road. "Access Road" shall mean Tract 7, as shown on the Subdivision Plat

1.2. Building/Buildings. "Building" shall mean each building constructed from time to time within the Declarant Property which for the purpose of this Declaration shall include any building appurtenances such as stairs leading to or from a door, transformers, trash containers or compactors, canopies, supports, loading docks, truck ramps, drive-through facilities and other outward extensions of such structures. The plural form of this term as used in this Declaration is "Buildings."

1.3. Billboard. Tract 9 is hereby reserved for a billboard which shall be of sufficient height so as not to block or materially impair the visibility of the buildings or free-standing signs constructed or to be constructed on all or any part of Tract 1, Tract 2 or Tract 3 to motorists driving in a northerly direction on Cleveland West Bypass. No part of Tract 1, Tract 2 or Tract 3 shall be used for a billboard, but this limitation shall not apply to free-standing signs advertising the business(es) operating on Tract 1, Tract 2 or Tract 3.

1.4. Declaration. "Declaration" shall mean this Supplemental Declaration of Easements, Covenants and Restrictions for HRH Land Development - Cleveland, GA, as the same may be amended from time to time, which Declaration supersedes and replaces the Previous Declaration in its entirety.

1.5. Default Rate. "Default Rate" shall mean interest at one and one half (1½%) percent per month.

1.6. Dominant Tract. "Dominant Tract" means a Tract benefited or served by an easement created herein.

1.7. Drainage Facilities. "Drainage Facilities" shall mean collectively the storm water drainage swales, ditches, lines, manholes, inlets, drainage systems and facilities now or hereafter located on the Property, including, but not limited to, detention or retention ponds and related outlet structures, pipes and all appurtenances thereto.

1.8. Governmental Requirements. "Governmental Requirements" means all federal, state or municipal statutes, ordinances or regulations applicable to the Property or any portion thereof.

1.9. Occupant. "Occupant" shall mean any Person, including any Owner, from time to time entitled to the use and occupancy of any portion of the Property by virtue of ownership thereof or under any lease, sublease, license, concession agreement, or other similar agreement.

1.10. Previous Declaration. The term "Previous Declaration" shall mean covenants and restrictions with respect to portions (but not all) of the Declarant Property and the AMF Property established by Declarant and AMF under separate recorded at Book 1578, pages 137-159, records of White County, Georgia.

1.11. Owner. "Owner" shall mean, as of any time and from time to time, each fee owner of any portion of the Property or any Tract thereof, including, without limitation, Declarant and AMF; provided, however, the term "Owner" shall not mean and refer to (i) the holder of any deed to secure debt, mortgage, deed of trust or any other security instrument encumbering title to a Tract unless and until the holder thereof shall become a mortgagee in possession under such instrument or shall acquire fee simple or long-term ground leasehold title thereto pursuant to the foreclosure thereof, the exercise of any power of sale contained therein, or any deed or proceeding taken in lieu of foreclosure with respect thereto, and (ii) any lessee (other than a long-term ground lessee), tenant, or licensee of any Owner. For purposes hereof, a long-term ground lessee shall mean a lessee under a ground lease having a term of at least ten (10) years. In the event any Tract is further subdivided after the Effective Date of this Declaration, each owner of a subdivided tract shall be deemed an "Owner" of its subdivided tract, and shall be subject to and bound by the terms, covenants, easements, restrictions, and conditions set forth in this Declaration.

1.12. Permittees. "Permittees" shall mean the Occupant(s) of a Tract, and the respective employees, agents, contractors, subcontractors, customers, invitees and licensees of the Owner of a Tract, and/or such Occupant(s).

1.13. "Property" shall mean the Declarant Property (Tracts 2 – 9) and the AMF Property (Tract 1) as shown on the Subdivision Plat.

1.14. Servient Tract. "Servient Tract" means a Tract upon which an easement created under this Declaration hereby for the benefit of another Tract or Tracts is located.

1.15. Signage Easement Area. "Signage Easement Area" shall mean the monument sign easement area located on northern portion of Tract 3 and identified on the Subdivision Plat as "Reserve Sign Easement."

1.16. Signs. "Signs" shall mean the free-standing signs that Declarant may construct within any portion of the Signage Easement Area.

1.17. Subdivision Plat. "Subdivision Plat" means the plat recorded on April 13, 2016 in Book A, Page 85B in the Office of the Clerk of Superior Court, White County, Georgia and such future plat or plats hereafter recorded in the land records of White County, Georgia which creates (or create) the legally subdivided Tracts.

1.18. Tract. "'Tract" or "Tracts" shall mean, as the context requires or permits, one or more of Tracts 1 – 9 as shown and described on the Subdivision Plat or any combination or reconfiguration of said tracts and any portion thereof which is hereafter subdivided by plat in accordance with applicable subdivision requirements of the City of Cleveland, Georgia.

1.19. Utility Easement Areas. "Utility Easement Areas" shall mean and refer to those certain areas of land located on or within the portions of the Declarant's Property designated as utility easements on the Subdivision Plat.

1.22. Utility Facilities, Common Utilities and Separate Utilities. "Utility Facilities" shall mean and refer to the gas, electrical, telephone, cable, water mains and lines, sewer mains and lines, other utility facilities, manholes, poles, lines, mains, systems, conduits, and all appurtenances related thereto which are now or hereafter located within the Property. "Common Utilities" shall mean those Utility Lines which are installed to provide the applicable service to more than one Tract. "Separate Utilities" shall mean those Utility Lines which are installed to provide the applicable service to one Tract, but may cross another Tract.

ARTICLE II PREVIOUS DECLARATION

This Declaration is intended as a Supplemental Declaration to address issues not addressed in the Previous Declaration and is not intended and should not be construed to limit or diminish the rights of the Owner of Tract 1 contained in the Previous Declaration.

**ARTICLE III
ACCESS EASEMENTS**

3.1. Access Easements, General. Declarant hereby establishes and creates for the benefit of, and as an appurtenance to, all Tracts for the use by each Tract's Owner, Occupants and Permittees, perpetual non-exclusive rights, privileges and easements for the passage of vehicles and for the passage and accommodation of pedestrians over, across and through the roadways, driveways, curb-cuts, drive aisles and walkways located within the Declarant Property (Tracts 2 – 9) (collectively, the "Access Areas"), as the same may from time to time be constructed and maintained for such uses. The access easements set forth in this Article II are not intended to, nor do they, create any parking easements.

3.2. Access Road. Declarant has constructed on Tract 7 an Access Road for the purpose of providing ingress and egress to and from Cleveland West Bypass and Cleveland Highway (U. S. Hwy 129) for the use and benefit of all Tracts, which Access Road is shown on the Subdivision Plat. It is Declarant's intent to dedicate all of the Access Road to the City of Cleveland as a public right of way. Until the Access Road has been dedicated, Declarant hereby (i) grants an non-exclusive easement for ingress and egress over and across the Access Road for the benefit of the Property and all Tracts as shown on the Subdivision Plat, (ii) covenants that neither Declarant nor the Owner(s) of the Access Road shall install any gate, curbing, or other obstructions thereon which would prevent the free and continuous flow of pedestrian and vehicular traffic to and from the Tracts, including the AMF Property; (iii) covenants and agrees for the benefit of and as an appurtenance to the AMF Property not to install a median or otherwise restrict access to and from the Access Road and the said public rights-of-way, (iv) agrees that Declarant shall be responsible, at no cost to the Owner of the AMF Property or any other Tract, for inspecting, maintaining, operating, repairing, replacing, re-sealing, re-striping, resurfacing, and otherwise keeping the Access Road in a safe, clean and good state of repair and condition (which shall include, without limitation, complying with applicable Governmental Requirements) consistent with first-class properties, and (v) shall not change the grade, relocate, modify, or otherwise alter the configuration of the Access Road in any manner that may interfere with the use and enjoyment thereof the Owner or Occupant of any Tract, including the Owner or Occupant of AMF Property, and their respective Permittees.

3.3. Waffle House Drive. Without limiting the generality of Section 2.1 above, Declarant hereby establishes, creates and reserves for the benefit of, and as an appurtenance to all Tracts, the right to create a perpetual non-exclusive rights, privileges and unobstructed easements in, to, over, under, along and across those portions of Tract 3 and Tract 8 shown as a "50' Access Easement" on the Subdivision Plat for the purpose of vehicular and pedestrian ingress and egress to and from Tract 2, Tract 3 and Tract 8 and to and from the Access Road. Declarant at its sole cost may construct a paved driveway (together with curb and gutter, drainage facilities, striping and landscaping as required by and in accordance with Governmental Requirements) from the Access Road to Tract 2 within the "50' Access Easement" which driveway is

labeled and shown on the Subdivision Plat as the "Future Waffle House Drive, Not Currently Constructed" (the "Waffle House Drive") When and if this drive is constructed The Tract 2 Owner, the Tract 3 Owner and the Tract 8 Owner and their respective Permittees shall have the right of reasonable entry into, across and upon the aforesaid 50' Access Easement area for the purpose to connecting drive aisles on such Owner's Tract to the Waffle House Drive. No such easement will exist until construction of this drive is complete and approved by White County.

3.4. Cross Access between Tract 2 and Tract 3. Without limiting the generality of Section 2.1 above, Declarant hereby establishes, creates and reserves for the benefit of, and as an appurtenance to Tract 2 and Tract 3, perpetual non-exclusive rights, privileges and easements for vehicular and pedestrian traffic in, to, over, along and across the paved drive aisles, access ways and driveways to be constructed from time to time on Tracts 2 and Tract 3., At such time as all or any portion of Tract 3 is developed, the Owner of Tract 3 or any part thereof shall, at its sole cost, construct a paved two lane ingress and egress drive aisle on Tract 3 and connect same to the Waffle House for the purpose of effectuating unobstructed cross vehicular access between said Tracts. The Tract 3 Owner and its Permittees shall have the right of reasonable entry into, across and upon Tract 2 for the purpose of connecting the aforesaid drive aisles.

ARTICLE IV UTILITY AND SIGNAGE EASEMENTS

4.1. Reserved Utility Easements. Declarant hereby establishes, creates and reserves for the benefit of, and as an appurtenance to all Tracts, perpetual, non-exclusive rights, privileges and easements in, to, over, under, along and across the Declarant Property (Tracts 2 – 9) for the purpose of (a) installing, operating, using, maintaining, repairing, replacing, relocating, and removing Utility Lines and (b) connecting and tying into Utility Lines which are installed from time to time within said Tracts. The easements established pursuant to this Declaration shall further include and be for the purposes of constructing, installing, operating, inspecting, improving, expanding, connecting, maintaining, repairing, replacing, and removing Utility Facilities as may be necessary or useful to the improvements located on the Tracts, as may exist from time to time. Existing utility easements are shown on the Subdivision Plat.

4.2 Future Utility Lines. The location of any future Utility Line shall be subject to the prior written approval of the Owner(s) of the Servient Tract(s), which approval shall not be unreasonably withheld, delayed, denied or conditioned upon the payment of money. At least sixty (60) days prior to constructing utility improvements on the Tract of another Owner, the Owner(s) of the Dominant Tract(s) shall provide the Owner of the Servient Tract with a written statement describing the need for such easement, shall identify the proposed location of the Utility Line, which to the extent reasonably possible shall be installed in the green space located on the Servient Tract, the nature of the service to be provided, the anticipated commencement and completion dates for the work. All such work shall be subject to and performed in accordance with Section 10.18 below.

4.3 Relocation of Utility Lines. An Owner shall have the right to relocate a Utility Line on its Tract upon thirty (30) days' prior written notice to Declarant (or if the Declarant no longer owns a Tract, the Owner(s) of the Servient Tract(s)), provided that such relocation:

(i) shall not interfere with or diminish the utility service to Owners utilizing such Utility Line during the Owner's business hours (or those of the Owner's Occupant); and if an electrical line/computer line is being relocated, then all affected Owners and Occupants shall coordinate such interruption to eliminate any detrimental effects;

(ii) shall not reduce or unreasonably impair the usefulness or function of such Utility Line or overburden same;

(iii) shall be performed without cost or expense to any other Owner or Occupant of a Tract;

(iv) shall be completed using materials and design standards which equal or exceed those originally used; and

(v) shall have been approved by the provider of such service, the appropriate governmental or quasi-governmental agencies having jurisdiction thereover and Declarant.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey, shall be at the relocating Owner's expense and shall be accomplished as soon as possible following completion of such relocation and delivered to the Declarant no later than thirty (30) days thereafter.

4.4. Obligations of Owner(s). Except as otherwise provided in this Declaration, the Declarant shall be responsible, at no cost to the Owner of the AMF Property (Tract 1) or any other Owner of a Tract, for inspecting, maintaining, operating, and otherwise keeping the Common Utilities in a safe, clean and good state of repair and condition (including, without limitation, complying with applicable Governmental Requirements) consistent with first-class properties; provided however, the Owner of a Tract benefitting from Separate Utilities shall, at its sole cost, be responsible for inspecting, maintaining, operating, and otherwise keeping such Separate Utilities in a safe, clean and good state of repair and condition (including, without limitation, complying with applicable Governmental Requirements) consistent with first-class properties, except to the extent any wear, disruption, injury, or other damage is caused by a third party. Neither Declarant, nor AMF nor any other Owner of a Tract shall change the grade, relocate, modify, or otherwise alter the configuration of any Common or Separate Utilities in any manner that may interfere with the use and enjoyment thereof by the Owners or Occupants of any Tract.

4.5. Signage Easements. Declarant hereby establishes and creates a non-exclusive perpetual easement for the construction, maintenance, repair and replacement of the Signs, together with related underground electric lines and other appurtenances, in the Signage Easement Area located on the northern portion of Track 3 and identified on the Subdivision Plat as "Reserve Sign Easement." Declarant reserves the right, but not the obligation, to construct a monument Sign on the Signage Easement Area in Declarant's sole discretion. Declarant reserves for the benefit of the Owners, the right of the Owner of each Tract to place one sign panel per Tract on the sign if constructed. The size and location of the panels will be in the sole discretion of Declarant. Declarant further reserve the right to assess, at least annually, each of the Owners which place a panel on the Sign a prorata share of the costs for maintenance, including electricity, of the Sign Easement Area and the Sign. Each Owner which places a panel on the Sign agrees to remit payment for maintenance expenses within thirty (30) days from the receipt of invoice from the Declarant. Failure to pay by the due date shall constitute a default subject to the provisions of Section 10.17. Furthermore, Declarant hereby establishes and creates for the benefit of the Owners (or Occupants) that are permitted by Declarant hereunder from time to time to have a sign panel(s) on any Signs located within the Signage Easement Area, non-exclusive, perpetual easements for the construction, maintenance, repair and replacement of their respective individual sign panels located on such Signs.

ARTICLE V DRAINAGE EASEMENTS

5.1 Drainage Easements and Drainage Facilities for Tract 6. Declarant reserves the right to establish and create storm water drainage easements and Drainage Facilities over, across, upon, and under all or any part of Tract 6 with the understanding that no storm or surface water will be permitted under any circumstances whatsoever to drain from Tract 6 (as such Tract is now shown and described on the Subdivision Plat) onto, across, under or upon any part of the other remaining Tracts 1, 2, 3, 4, 5, 7, 8 and 9, which Tracts shall have their own exclusive drainage easements and Drainage Facilities as set forth in the following section.

5.2 Drainage Easements and Drainage Facilities for Tracts 1, 2, 3, 4, 5, 7, 8 and 9.

4.2(a) Tract 4 Detention Facility. Declarant has designated Tract 4 for use as a detention pond (the "Tract 4 Detention Facility") to receive the storm water drainage from Tract 1, Tract 2, Tract 3, Tract 5, Tract 7, Tract 8 and Tract 9 (the "Benefited Tracts").

5.2(b) Easements for Benefited Tracts (Tracts 1, 2, 3, 5, 7, 8 and 9). Declarant hereby establishes and creates for the benefit of, and as an appurtenance to the Benefited Tracts with respect to each other Benefited Tract perpetual non-exclusive rights, privileges and easements to drain storm water run-off from each Benefited Tract, as the same hereafter may be improved, into and through the Drainage Facilities located from time to time within the drainage easements shown and established on the

Subdivision Plat ("Drainage Easements"), including the right to use and impound storm water within the Tract 4 Detention Facility. Each Owner of a Benefited Tract shall be permitted to, and shall, connect the drainage facilities constructed, or to be constructed by such Owner on its Tract, to the existing Drainage Facilities within the Drainage Easements. No Owner shall alter or permit to be altered the surface of its Tract or the drainage facilities constructed on its Tract if such alteration would increase the speed, volume or flow of storm water onto an adjacent Tract either in the aggregate or by directing the flow of storm water to a limited area. Declarant also hereby establishes and creates for the benefit of itself and its successors and assigns a perpetual easement and right of reasonable entry over and across the Tracts burdened by drainage easements for the purpose of installing, maintaining and replacing the Drainage Facilities, including for ingress and egress to Tract 4. All of the Drainage Facilities shall be subsurface except as otherwise required by applicable Governmental Requirement or permitted in writing by Declarant.

5.2(c) Upgrades of Drainage Facilities for Benefited Tracts (Tracts 1, 2, 3, 5, 7, 8 and 9). If the Drainage Facilities are required to be upgraded as a result of subsequent changes in applicable laws, ordinances or regulations, Declarant or its successor and assigns shall be entitled to construct such upgrades without the consent of the Owners of the Benefited Tracts, and Declarant and its contractors upon thirty (30) days prior written notice to such Owners shall be entitled to enter reasonably upon any part of the Benefited Tracts to effect the construction of such upgrades, which construction shall be coordinated with such Owner(s) and performed in accordance with Section 10.18 below. Such upgrades shall be designed and built in accordance with all Governmental Requirements. After completion, Declarant or its successors and assigns shall assess each of the Owners of Tracts 2, 3, 5, 8, and 9 (the "Cost Sharing Owners") (the Owner of Tract 1 shall not be obligated to share in such costs by agreement with Declarant, and the Owner of Tract 7 has been exclude because Declarant intends to dedicate Tract 7 to the City of Cleveland) for a proportionate share of the cost of the upgrade based on the ratio of the acreage contained in each Cost Sharing Owner's Tract as compared to the total acreage on Tracts 2, 3, 5, 8, and 9 by delivering written notice of such assessment, proof of payment of the cost thereof and the calculation of proportionate share attributable to each Cost Sharing Owner. The proportionate share of each Cost Sharing Owner is as follows: (i) Tract 2: 15.3%; (ii) Tract 3: 30.0%; (iii) Tract 5: 25.1%; (iv) Tract 8: 28.3%; and (v) Tract 9: 1.3% ("Proportionate Share"). In the event that a Tract is further subdivided or combined, then each Owner of such subdivided Tract shall be responsible for a percentage of the aforesaid Proportionate Share applicable to that Tract based upon a ratio of the acreage contained in each subdivided Tract as compared to the total acreage of the original Tract as shown and described on the Subdivision Plat. Each Cost Sharing Owner shall pay to Declarant or its successors and assigns such Cost Sharing Owner's Proportionate Share of such cost within thirty (30) days of the date of receipt of the invoice therefore. Failure to pay such invoice by the due date shall constitute a default subject to the provisions of Section 9.17 below.

5.2(d) Drainage Facilities Located on an Owner's Tract. The Owners of Tracts 1, 2, 3, 5, 8, and 9 will be responsible for inspecting the Drainage Facilities located on such Owner's Tract and for insuring the proper function of those Drainage Facilities, including any necessary maintenance and repair at the expense of the Owner of the Tract on which the Drainage Facilities are located. In the event any Owner of Tracts 1, 2, 3, 5, 8, or 9 fails to perform its obligations under this Section 5.2(d) within thirty (30) days after receiving written notice from any other Owner of one of the Tracts and/or the Declarant (unless such failure interferes with the operation of the business located on another Tract, in which event it will be cured within twenty-four (24) hours), the Owners of the other Tracts and/or the Declarant will have the right, but not the obligation, to perform such maintenance and repair, either temporarily or permanently. The Owner of the Tract(s) on which the repairs or maintenance were performed will reimburse the Owner(s) and/or the Declarant performing the maintenance or repair within ten (10) days of receipt of a written invoice for the cost of such maintenance or repair, together with reasonable proof of payment of the cost thereof. Failure to pay such invoice by the due date shall constitute a default subject to the provisions of Section 10.17 below.

5.2(e) Maintenance and Repair of the Tract 4 Detention Facility. During the term of this Declaration, Declarant shall maintain and repair the Tract 4 Detention Facility, and keep same in good repair and operating condition, clear of brush, litter and overgrowth; inspect and submit required reports with respect to the Tract 4 Detention Facility and obtain and maintain any required permits or approvals of applicable governmental authorities for the Tract 4 Detention Facility and keeping same in compliance with all applicable Governmental Requirements ("Tract 4 Detention Facility Obligations"). Notwithstanding the foregoing, and upon ten (10) days advance notice to Declarant, any Cost Sharing Owner or the Tract 1 Owner may perform the Tract 4 Detention Facility Obligations. Each Cost Sharing Owner shall be responsible for reimbursing Declarant (or the Owner performing such obligations) for its Proportionate Share of costs incurred in performing the Tract 4 Detention Facility Obligations. Declarant (or the Owner performing such obligations) shall invoice each Cost Sharing Owner for its Proportionate Share, which invoice shall show each Cost Sharing Owner's Proportionate Share and include reasonable documentation of costs incurred and paid. Each Cost Sharing Owner shall pay its Proportionate Share within thirty (30) days of the date of receipt of said invoice. Failure to pay such invoice by the due date shall constitute a default subject to the provisions of Section 10.17 below.

5.3 General Requirements with Respect to all Drainage Facilities. No Owner shall erect or permit the erection of any barriers, obstructions or other improvements (excepting paved parking lots, drive aisles, driveways and pedestrian walkways) on, under or within the Drainage Facilities that will unreasonably interfere with the use thereof for the purposes contemplated in this Declaration.

**ARTICLE VI
SANITARY SEWER AND WATER EASEMENTS**

6.1 Sanitary Sewer and Water Utility Easements for Tracts.

6.1(a) Easements and Facilities. Declarant hereby establishes and creates for the benefit of, and as an appurtenance to, each Tract, with respect to, and as a burden upon, each Tract, (i) a perpetual, non-exclusive right, privilege and easement for the purposes of using certain sewer lines and related equipment and facilities for sewage flow ("Sewer Facilities") from the Tract and to tie into the Sewer Facilities, which serve more than one Tract, and may be located on other Tracts for such flow over each portion of such other Tract as such facilities are constructed and relocated from time to time ("Sewer Easements"); and (ii) a perpetual, non-exclusive right, privilege and easement for the purposes of using certain water lines and related equipment and facilities for domestic water flow ("Water Facilities") to and from the Tract as such facilities are constructed and relocated from time to time (the "Water Easements"). For the avoidance of doubt and not in limitation of the generality of the foregoing, the Owners and Permittees of each of Tract 2 and Tract 3 shall have the right of reasonable entry onto, over, under and upon Tract 8 for the purpose of extending water and sanitary sewer lines to be constructed on said Tracts and connecting such lines to the Water Facilities and Sewer Facilities located on Tract 8, together with the right of reasonable entry from time to time for the purpose of repairing, maintaining, replacing or re-installing such lines and connections to assure continuing water and sanitary sewer service to the improvements to be constructed on said Tracts at the Owner's sole cost.

6.1(b) Owner's Duty to Maintain. Each Owner, at its sole cost and expense, shall maintain the Sewer and Water Facilities, which have not been dedicated to a governmental authority or a public utility company and which are located on such Owner's Tract, in a good and serviceable condition and in a clean and sanitary condition, free and clear of rubbish and debris, and shall make all repairs, replacements and improvements necessary to so maintain the Sewer and Water Facilities located on such Owner's Tract in a good and serviceable condition as quickly as possible and after normal business hours whenever possible.

**ARTICLE VII
IMPROVEMENTS**

7.1 Buildings and Related Improvements - General Requirements and Limitations.

7.1(a) An Owner of a Tract shall not subdivide its Tract without the prior written consent of Declarant. Nothing contained herein, however, shall limit Declarant's right to re-subdivide or combine contiguous lots owned by Declarant.

7.1(b) An Owner may not rezone its Tract or obtain any zoning variance or waiver which would be inconsistent with the use of the Property as contemplated in this Declaration without the prior written consent of Declarant.

7.1(c) Each Tract shall contain at a minimum an adequate number of parking spaces to comply with all Governmental Requirements. No Owner of a Tract, or such Tract's Occupants and Permittees, shall have any right to park vehicles on the Tract of another Owner except as specifically provided in this Declaration

7.1(d) All Utility Lines and storm water drainage lines shall be located and installed underground. This provision shall not, however, prohibit (A) above-ground light standards, poles and fixtures; (B) facilities designed for surface installation such as meters, ground mounted electrical transformers, telephone switch boxes or CEV vaults, fire hydrants, and detention ponds; (C) as may be necessary during periods of construction, reconstruction, repair, or temporary service; (D) as may be required by governmental agencies having jurisdiction; (E) as may be required by the provider of such service, and (F) overhead lines and poles around the periphery of the Property.

7.1(e) Decorative screening and/or landscaping screening (the location and style of which shall be included in the Plans to be submitted to Declarant for review as provided in this Declaration) shall be installed and maintained on each Tract.

7.1(f) All ingress and egress to and from the Property and to, from and between the Tracts shall be subject to the written approval of the Declarant.

7.1(g) All sidewalks and pedestrian aisles shall be concrete or other materials approved by Declarant; the automobile parking areas, driveways, and access roads shall be designed in conformity with the recommendations of a licensed geotechnical engineer, which design shall require the installation of a suitable base and surfacing with a minimum of "6-2-1 asphalt", asphaltic concrete or concrete-wearing material or such suitable paving as recommended by the geotechnical engineer.

7.2 General Requirements and Restrictions Regarding Construction. All construction activities within the Property shall be performed in a good and workmanlike manner, using first-class materials, and in compliance with all Governmental Requirements. All construction activities within the Property shall be performed (i) so as not to unreasonably interfere with any construction work being performed on the remainder of the Property (or any part thereof); and (ii) so as not to unreasonably interfere with the use, occupancy or enjoyment of any other portion of the Property (or any part thereof) or the business conducted on any other portion of the Property or by any other Owner or the Permittees of any such other Owner.

ARTICLE VIII MAINTENANCE AND REPAIR

8.1 Separate Utilities. Except as otherwise provided in this Declaration, each Owner shall maintain and repair at its sole cost and expense any Separate Utilities and facilities whether located on such Owner's Tract or crossing another Tract, unless the same is dedicated to and accepted for public maintenance purposes by a public utility

company and/or governmental authority having jurisdiction. Any maintenance and repair under this Section 8.1 of any such non-dedicated Separate Utility and facilities located on another Tract shall be performed after normal business hours whenever possible and in accordance with and subject to Section 10.18 below; and so as to cause as little disturbance in the use of such other Tract and the business or businesses operated thereon as is practicable under the circumstances unless such maintenance and/or repair is required by an emergency, in which event such maintenance and/or repair may be undertaken as promptly as necessary to alleviate the emergency condition.

8.2 Tract Maintenance.

8.2(a) Duty to Maintain and Repair. Prior to the construction of a Building on a Tract, the Owner of such Tract shall maintain and keep, or cause to be maintained and kept, such Tract in a good, safe, clean and sightly first-class condition, in compliance with all Governmental Requirements, and in compliance with the provisions of this Declaration. In particular, and without limiting the generality of the foregoing, the Owner of such Tract shall be responsible for keeping such Tract mowed regularly and for promptly removing diseased or dead trees within the Tract as necessary. If a Tract Owner fails to maintain such Tract Owner's property as provided in this Section 8.2(a), upon ten (10) days written notice to such Tract Owner, Declarant may, but is not obligated to, perform such maintenance on such Tract Owner's behalf, and each Tract Owner grants to Declarant and any contractors or agents of Declarant a temporary, non-exclusive access and maintenance easement over such Tract Owner's property for performing such maintenance. Any maintenance of such improvements pursuant to this Section 8.2(a), shall be perform in accordance with and subject to Section 10.18. Upon the completion of any maintenance performed by Declarant pursuant to this Section 8.2(a), Declarant shall submit to the Tract Owner an invoice and proof of payment of such invoice for such work, and within fifteen (15) days after receiving such invoice, the Tract Owner receiving such invoice shall pay to Declarant the amounts shown on such invoice. Failure to pay such amounts by the due date shall constitute a default under Section 10.17below.

8.2(b) Building Maintenance. After the construction of a Building on a Tract, the Owner of such Tract shall maintain, repair, replace and keep, or cause to be maintained, repaired, replaced and kept, such Building in a good, safe, clean and sightly first-class condition and state of repair, in compliance Governmental Requirements, and in compliance with the provisions of this Declaration. The Owner of each Tract shall perform its obligations under this Section 8.2(b) in a good and workmanlike manner. Subject to Section 8.2(c) below, no Tract Owner shall, however, be required to rebuild the Building located on such Owner's Tract in the event said Building is damaged or destroyed by casualty or condemnation. All trash and garbage from the operation of a business upon any Tract shall be stored in adequate containers, which containers if located out-of-doors shall be please in a screened enclosure as approved by Declarant. Each Owner shall cause compliance with the foregoing requirements by its respective Occupants. Each Owner shall arrange, or cause its Occupants to arrange, for regular removal of such trash or garbage from its Tract.

8.2(c) Casualty to Improvements. In the event any of the improvements on the Property are damaged by fire or other casualty (whether insured or not), the Owner upon whose Tract such improvements are located shall, subject to Governmental Requirements and/or insurance adjustment delays, within (30) days of such casualty commence to remove the debris resulting from such event, and shall either (i) by a date one (1) year after commencing removal of debris repair or restore the improvements so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this Declaration (including, without limitation, Declarant's review and approval of Plans therefor), or (ii) by a date one (1) year after commencing removal of debris erect other improvements in such location, provided all provisions of this Declaration are complied with (including, without limitation, Declarant's review and approval of Plans therefor), or (iii) by a date one (1) year after such casualty demolish the damaged portion of such improvements, restore any remaining improvements (if any) to an architectural whole (subject to Declarant's review and approval of Plans therefor), remove all rubbish, and pave or grass and otherwise restore the unimproved area to a neat, orderly, sanitary and attractive condition, or (iv) by a date sixty (60) days after such casualty notify Landlord of its intention to demolish all improvements, remove all rubbish, and pave or grass and otherwise restore the entire area to a neat, orderly, sanitary and attractive condition. Each Owner shall have the option to choose among the aforesaid alternatives, but each Owner shall be obligated to perform one of such alternatives within the time frame specified.

ARTICLE IX TERM

This Declaration shall be effective as of the date first above written and shall continue in full force and effect for the lesser of (i) twenty (20) years and (ii) the maximum period as may be permitted under the laws of the State of Georgia. This Declaration shall be automatically renewed for additional ten (10) year periods unless at least ninety (90) days prior to the date of expiration of the initial term or a renewal term Owners of at least ninety (90%) percent of the land area within the Development enter into, execute and record a notice of such parties' election to terminate this Declaration, in the absence of which this Declaration shall automatically renew as provided herein. Provided, however, with respect to the easements which are created and described herein as being perpetual or as continuing beyond the term of this Declaration, such easements shall survive the termination of this Declaration as provided herein. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as contained in or otherwise relating to the easement provisions mentioned above, shall terminate and have no further force or effect; provided, however, the termination of this Declaration shall not limit or affect any remedy at law or in equity of any party against any other party with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination. In no event shall a breach or default under the provisions of this Declaration result in the termination hereof.

**ARTICLE X
ADDITIONAL PROVISIONS**

10.1 Declarant's Rights Assignable. All rights, powers, privileges, and reservations of Declarant herein contained may be assigned, in whole but not in part, to any Person (provided such Person must be the Owner of one or more tracts within the Property) which will and does assume the duties and responsibilities of Declarant under this Declaration; and upon any such Person evidencing its consent in writing to accept such assignment and assume such duties and responsibilities, he, she or it shall have the same rights, powers, privileges and reservations and be subject to the same obligations and duties as are given to and apply to Declarant herein. However, the mere sale, ground lease or other conveyance of any portion or phase of the Property by Declarant shall not constitute an assignment to the purchaser(s), lessee(s) or transferees thereof of the rights, powers and reservations of Declarant hereunder unless expressly stated otherwise in any such instrument of sale, ground lease or conveyance. Any assignment made under this Section 9.1 shall be in recordable form and shall be recorded in the public real estate records in Hall County, Georgia, and a copy of such assignment shall be sent to all Owners. Such assignee shall thereafter be deemed to be the Declarant under this Declaration; and the Owners shall then look solely to such assignee in connection with the performance of any responsibilities and obligations of Declarant arising after the effective date of the assignment.

10.2 Amendment and Replacement of Previous Declaration. This Declaration supplements the Previous Declaration.

10.3 Covenants Run with the Land. The terms of this Declaration and all easements established by this Declaration shall constitute covenants running with, and shall be appurtenant to, the land affected. All terms of this Declaration and all easements established by this Declaration shall inure to the benefit of and be binding upon the parties which have an interest in the benefited or burdened land and their respective successors and assigns in title. Except as otherwise provided in Section 10.2 above, this Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

10.4 Singular and Plural. Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

10.5 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

10.6 Not a Public Dedication. Nothing herein contained (including, without limitation, the attachment of the Site Plan and portions of the Site Plan as exhibits hereto) shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of the Owner of any portion of the Property shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

10.7 Severability. Invalidation of any of the provisions contained in this Declaration or of the application thereof to any Person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person, and the same shall remain in full force and effect.

10.8 Amendments. Except as provided herein, this Declaration may be amended by, and only by, a written agreement which shall be deemed effective only when recorded in the public real estate records in White County, Georgia, and executed by all Owners unless otherwise expressly permitted herein. Nothing herein shall prohibit or restrict the Owners of any Tracts from entering into separate agreements which, as between such parties only, modify their respective rights and obligations under this Declaration, but in no event shall such additional agreements void or diminish any rights created hereunder including the rights of Declarant under this Declaration. Declarant shall have the right unilaterally to amend this Declaration by recorded instrument for so long as Declarant owns any portion of the Property and (ii) that such unilateral amendment does not diminish or otherwise affect any of the easements, rights and privileges established hereunder for the benefit of all or any portion of Tracts 1, 2, 3, 4, 5, 7, 8, and 9.

10.9 Captions and Capitalized Terms. The captions preceding the text of each article and section herein are included for convenience of reference only. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

10.10 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall entitle Declarant or any other Owner to cancel, rescind, or otherwise terminate this Declaration. However, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

10.11 Time. Time is of the essence respecting this Declaration.

10.12 Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

10.13 Governing Law. This Declaration shall be construed in accordance with the laws of the State of Georgia.

10.14 Mortgage Subordination. Any mortgage, deed to secure debt, or any other security interest affecting any Tract shall at all times be subject and subordinate to the terms, easements, covenants, restrictions, and conditions of this Declaration, and any secured party foreclosing any such mortgage, deed to secure debt, or any other security interest, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all the terms, easements, covenants, restrictions, and conditions of this Declaration.

10.15 Counterparts. This Declaration may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Declaration may be executed and notarized on separate pages, and when attached to this Declaration shall constitute one complete document.

10.16 Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be either sent via United States mail, marked certified or registered, return receipt requested, or sent by Federal Express or similar reputable overnight courier service, in all cases with all charges prepaid, to the addresses set forth below:

Declarant:	HRH Land Development Group, LLC Attn: James E. Hatcher 3307 Sandy Flats Road Cleveland, GA 30528
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Notice as required or permitted hereunder shall only be effective if delivered in the manner set forth above. NOTICE BY FACSIMILE OR EMAIL OR DELIVERY OF NOTICE TO A MANAGER OR EMPLOYEE OF ANY BUSINESS OPERATING ON A TRACT SHALL NOT CONSTITUTE EFFECTIVE NOTICE UNDER THIS AGREEMENT. Any Owner may from time to time and at any time change its mailing address hereunder by providing notice of such change to any other Owner as provided herein. Rejection or other refusal to accept delivery or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. Subsequent Owners of all or any portion of the Tracts shall be responsible for giving notice of its address to the other Owner(s) as provided in this section; and if any subsequent Owner should fail to do so, then its address for notices shall be deemed to be the address for property tax notices on file with the Tax Collector or Assessor for White County, Georgia.

10.17 Default. In the event that any Owner of a Tract ("Defaulting Owner") breaches this Declaration or defaults in its obligations hereunder, which failure continues for more than thirty (30) days after written notice from any other Owner of a Tract ("Non-

Defaulting Owner"); then the Non-Defaulting Owner may at its option at once, or any time thereafter, (i) enter upon the Tract of the Defaulting Owner and perform the obligations of the Defaulting Owner and invoice such Defaulting Owner for cost thereof, which invoice shall be paid by Defaulting Owner within ten (10) days of receipt of such invoice, and/or (ii) pursue any and all of the Non-Defaulting Owner's rights and remedies at law and in equity. In addition to, not lieu of, rights and remedies at law or in equity, if any Owner fails to pay any amount owed to any other Owner by the due date for such payment as provided in this Section 10.7 or elsewhere in this Declaration, then without any further notice to such Defaulting Owner, the amount owed shall earn interest at the Default Rate from the due date until paid in full. Said amount plus interest, and together with all costs of collection, including without limitation reasonable attorney's fees, shall be an obligation running with the land and shall comprise a lien on the applicable Tract until paid in full. Each Owner hereby acknowledges and unconditionally consents to such lien being placed on its Tract in the event of such Owner's failure to pay amounts owed to another Owner in accordance with the provisions of this Declaration.

10.18 Work Performed on the Tract of Another Owner.

10.18(a) Manner of Performing Work. Whenever any Owner or their respective Permittees enters upon the Tract of another Owner pursuant to an easement or right provided for in this Declaration for the purpose of doing any construction, installation, maintenance, repair or any other work required or permitted under this Declaration, such work shall be done expeditiously and in a good and workmanlike and lien-free manner and in accordance with all Governmental Requirements. Upon completion of said work, the area affected thereby shall be promptly restored as near as reasonably practical to the same condition as existed prior to commencement of such work. All work shall be carried out in such manner as to cause the least amount of disruption to any business operations conducted on the affected Tract as reasonably practical.

10.18(b) No Liens. Except as otherwise provided in Section 9.17 above, no Owner in the exercise of any of any easements or rights, or in the performance of any duties under this Declaration, may cause or permit any mechanic's or materialman's lien to attach to or to be perfected or enforced against the Tract on which such Owner performs or causes to be performed any work. If any such claim of lien should be filed in the White County, Georgia land records against or affecting the burdened Tract or any portion thereof, the Owner who caused the related work, labor, services and/or materials to be provided or performed on the burdened Tract shall cause any such claim of lien to be released of record or bonded over within thirty (30) days after demand for such release by the Owner of the burdened Tract.

10.18(c) Indemnity. Any Owner who performs, or causes to be performed, any work on the Tract of another Owner, shall defend, indemnify and hold harmless the Owner of the burdened Tract from any and all claims, suits, damages, demands or liability arising from or connected with such work.

10.19 Off-Site Easements. Except as expressly provided in this Declaration, no Owner of a Tract shall grant an easement for the benefit of any property not within the Property, provided, however, that the foregoing shall not prohibit the granting or dedication of easements by an Owner to governmental authorities or to public utility companies.

10.20 Dispute Costs. If legal action is instituted to enforce any provision of this Declaration, the prevailing Owner shall recover from the non-prevailing Owner any and all reasonable costs incurred by the prevailing Owner, including but not limited to, reasonable attorneys' fees at both the trial and appellate levels.

[SIGNATURES BEGIN ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Declarant and AMF have caused this Declaration to be executed under seal to be effective as of the day and year first written above.

Declarant:

Signed, sealed and delivered
In the presence of:

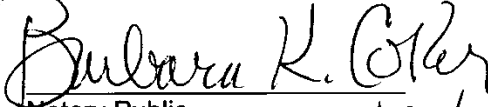
HRH LAND DEVELOPMENT GROUP, LLC,
a Georgia limited liability company



By:  (SEAL)
James E. Hatcher, Member

Witness

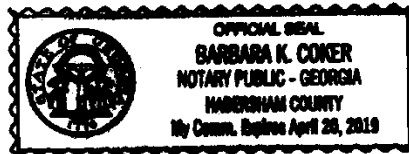
Print Name: Thomas E. Brown



Notary Public

My Commission Expires: 4/20/19

[Affix Notary Seal/Stamp]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Signed, sealed and delivered
In the presence of:

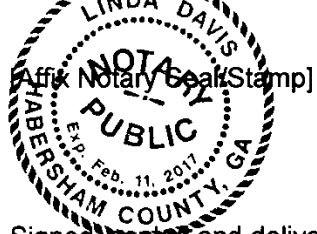
By: *Edward L. Hatcher* (SEAL)
Edward L. Hatcher, Member

Aubrey Hollingsworth

Witness
Print Name: Aubrey Hollingsworth

Linda Davis

Notary Public
My Commission Expires: Feb. 11, 2017



Signed, sealed and delivered
In the presence of:

By: *James Robinson* (SEAL)
James Robinson, Member

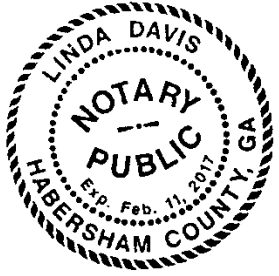
Aubrey Hollingsworth

Witness
Print Name: Aubrey Hollingsworth

Linda Davis

Notary Public
My Commission Expires: Feb. 11, 2017

[Affix Notary Seal/Stamp]



TWR/mmk/11496/W180083-6

EXHIBIT A

CONSENT AND JOINDER

The undersigned, **SOUTHERN BANK & TRUST**, is Grantee under the following instruments (collectively, the "Security Deeds"):

1. that certain Commercial Real Estate Deed to Secure Debt dated August 15, 2014, from HRH LAND DEVELOPMENT GROUP, LLC, to SOUTHERN BANK & TRUST, recorded on December 22, 2014 in Book 1551, Page 134, White County, Georgia records, as affected by that certain Subordination Agreement dated August 15, 2014, by and between THE DONALD THURMOND FAMILY PARTNERSHIP, L.P. and JESSIE MAE THURMOND, on the one hand, and SOUTHERN BANK AND TRUST, on the other hand, recorded on December 22, 2014 in Book 1551, Page 152, aforementioned records; and
2. that certain Commercial Real Estate Deed to Secure Debt dated August 15, 2014, from HRH LAND DEVELOPMENT GROUP, LLC, to SOUTHERN BANK & TRUST, recorded on December 22, 2014 in Book 1551, Page 143, aforementioned record, as affected by that certain Subordination Agreement dated August 15, 2014, by and between THE DONALD THURMOND FAMILY PARTNERSHIP, L.P. and JESSIE MAE THURMOND, on the one hand, and SOUTHERN BANK AND TRUST, on the other hand, recorded December 22, 2014 in Book 1551, Page 152, aforementioned records.

which Security Deeds encumber the Declarant Property, as defined and described in the foregoing AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (the "Declaration"), hereby consents to and joins in the easements and agreements described in the Declaration, it being the intent of such consent and joinder that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deeds or otherwise exercise any or all of its rights under the Security Deeds.

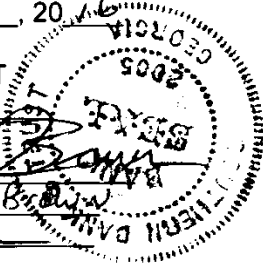
IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers this 4 day of May, 2016

Signed, sealed and delivered
In the presence of:

[Signature]
 Witness
 Print Name: Beverly Tatum
[Signature]
 Notary Public
 My Commission Expires: 4/20/19

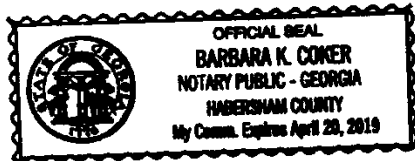
SOUTHERN BANK & TRUST

By: *[Signature]*
 Name: Thomas C. Brown
 Title: Signer



[Affix Notary Stamp/Seal]

TWR/mmk/11496/W180083-6



CONSENT AND JOINDER

The undersigned, THE DONALD THURMOND FAMILY PARTNERSHIP, L.P., a Georgia limited liability partnership and JESSIE MAE THURMOND, a resident of the State of Georgia, County of White, are Grantee under the following instrument (the "Security Deed"):

that certain Deed to Secure Debt dated December 3, 2010, from HRH LAND DEVELOPMENT GROUP, LLC, to THE DONALD THURMOND FAMILY PARTNERSHIP, L.P., a Georgia limited liability partnership and JESSIE MAE THURMOND, a resident of the State of Georgia, County of White, recorded in Book 1382, Page 184, White County, Georgia records, as affected by that certain Subordination Agreement dated August 15, 2014, by and between THE DONALD THURMOND FAMILY PARTNERSHIP, L.P. and JESSIE MAE THURMOND, on the one hand, and SOUTHERN BANK AND TRUST, on the other hand, recorded on December 22, 2014 in Book 1551, Page 152, aforementioned records.

which Security Deed encumber the Declarant's Property, as defined and described in the foregoing AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (the "Declaration"), hereby consents to and joins in the easements and agreements described in the Declaration, it being the intent of such consent and joinder that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deeds or otherwise exercise any or all of its rights under the Security Deeds.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers this 4TH day of May, 2016.

Signed, sealed and delivered
In the presence of:

THE DONALD THURMOND FAMILY
PARTNERSHIP, L.P., a Georgia limited
liability partnership

Ambrey Hallingsworth
Witness
Print Name: Ambrey Hallingsworth

By: *Frances T. Hatcher* (SEAL)
Frances T. Hatcher, General Partner

Linda Davis
Notary Public
My Commission Expires: Feb. 11, 2017

[Affix Notary Seal/Stamp]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]