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RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 31st day of December, 2025, by and between BIG TOP OF TAMPA, INC., a Florida corporation (the "Parcel A Owner"), and BW FOWLER JEFFERSON, LLC, a Florida limited liability company (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Thonotosassa, County of Hillsborough, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Thonotosassa, County of Hillsborough, State of Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel B Owner intends to develop Parcel B for use by Wawa (hereinafter defined).
- D. The Parcel A Owner intends to simultaneously or thereafter develop or allow or cause the development of Parcel A as a retail/commercial site.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

- 1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby,

whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A, and Exhibit "B", that is Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of exterior walls of buildings, fuel dispensing facilities, fuel tank fields or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

(e) "Common Drainage Facilities" shall mean the surface water and storm water detention area located on Parcel B in the general location depicted and shown generally on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, located on Parcel B and used in connection with the discharge and drainage of storm water runoff for Parcel A and Parcel B. Any of the above-described utility structures, systems and facilities exclusively serving Parcel B and no other Parcel shall not be deemed a part of the "Common Drainage Facilities" as defined herein.

(f) The term "Wawa" shall mean Wawa Florida, LLC, a Delaware limited liability company (or any of its affiliates, subsidiaries, successors or assigns). Wawa shall be deemed a third party beneficiary to this Agreement.

(g) The term "Wawa Lease" shall mean that Land Lease of Parcel B from the Parcel B Owner as landlord to Wawa as tenant, and any amendments, extensions or replacements thereof.

(h) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "C" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

(i) The term "Driveways" shall mean those certain main driveways and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as identified on the Site Plan, including, without limitation, the Parcel A Driveway.

(j) The term "Parcel A Driveway" shall mean that certain main driveway and related driveway improvements, paving, curbing, entrances and exists, in the location on Parcel A as identified on the Site Plan, together with that certain landscaping and lighting located adjacent thereto as depicted on the Site Plan.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive,

perpetual and reciprocal easements, which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

(a) Ingress and Egress. An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel A and the Common Area of Parcel B including, without limitation, the Driveways, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels, as they may exist from time to time. The Driveways shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work or as may be necessary to avoid public dedication thereof; provided, however, during the continuance of the Wawa Lease, the party performing any such maintenance, repair and replacement work to the Driveways shall provide Wawa with at least fifteen (15) days' written notice prior to the performance of any such maintenance, repair and replacement work to the Driveways via email to mark.novikov@wawa.com and to Wawa's Legal Department via email at legalleaseadministration@wawa.com. No obstruction to the free flow of traffic and delivery facilities shall be permitted. No Owner shall close any of the curb-cuts depicted on the Site Plan providing access to Jefferson Road, E. Fowler Ave., Uptown Walker Place and/or Mossy Creek Lane.

(b) Drainage. An easement upon, under and across the Common Drainage Facilities and the designated portions of the Common Areas of the Parcels for the discharge and drainage of storm water runoff in the manner and in the locations indicated on the Site Plan, and to install, maintain, repair and replace storm water collection and distribution lines, conduits, pipes and other apparatus under and across the Common Drainage Facilities and those portions of the Common Areas indicated on the Site Plan. The Common Drainage Facilities and the surface water and storm water detention areas, if any, indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. Each Owner shall refrain from any activity which would adversely affect the condition and repair of, or impair the proper operation and maintenance of, the Water Detention and Drainage Facilities. Each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto, subject to the specific maintenance obligations with respect to the Common Drainage Facilities pursuant to paragraph 3.5(c) below. The Common Drainage Facilities required for Parcel A and Parcel B shall initially be constructed by the Parcel B Owner in accordance with the Site Plan and pursuant to plans approved by Wawa under the Wawa Lease, as a part of the initial development of the Wawa improvements on Parcel B under the Wawa Lease. Once constructed by the Parcel B Owner, (i) the Common Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners and Wawa (during the continuance of the Wawa Lease); and, (ii) except for the specific maintenance obligations with respect to the Common Drainage Facilities pursuant to paragraph 3.5(c) below, each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.

(c) Utility. An easement upon, under, over, above and across the Common Areas of the Parcels that are not within any permissible building areas for the Parcels shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to

time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s) (and, as to Parcel B during the continuance of the Wawa Lease, Wawa), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner (and, as to Parcel B during the continuance of the Wawa Lease, Wawa) as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of Parcel B (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel and Wawa (as to Parcel B)). Once the initial construction of Parcel B shall be completed by the Owner of Parcel B pursuant to the Wawa Lease, thereafter no additional utility easements affecting Parcel B shall be installed without Wawa's consent (during the continuance of the Wawa Lease) and in no event shall additional utility easements affecting Parcel B be installed under Wawa's tank field or fuel dispensing facility.

2.2 Grant of Temporary Construction Easement. Parcel A Owner hereby grants and conveys to and for the benefit of Parcel B Owner and its designees (including, without limitation, contractors, subcontractors and materialmen), a temporary, non-exclusive easement, appurtenant to Parcel B, on, over, under, and across the Common Areas of Parcel A for use by Parcel B Owner as reasonably necessary in connection with the construction of the Parcel A Driveway. The easement described in this Section 2.2 shall automatically terminate, without any action of any party hereto, upon the final completion of the Parcel A Driveway. After termination of such easement pursuant to the foregoing sentence, upon written request from Parcel A Owner, Parcel B Owner shall execute, deliver, and record any such documents or instruments reasonably requested by Parcel A Owner to evidence the termination of such easement in the Public Records of Hillsborough County, Florida.

2.3 Grant of Maintenance Easement. Parcel A Owner hereby grants and conveys to and for the benefit of Parcel B Owner, its Permittees and their respective designees (including, without limitation, contractors, subcontractors and materialmen), a temporary, non-exclusive easement, appurtenant to Parcel B, on, over and across the Common Areas of Parcel A as are reasonably necessary to perform the maintenance obligations set forth in paragraph 3.5(b) below. The easement described in this Section 2.3 shall automatically terminate, without any action of any party hereto, upon the Parcel A Owner assuming the maintenance obligations set forth in paragraph 3.5(b) below in accordance with the terms thereof. After termination of such easement pursuant to the foregoing sentence, upon written request from Parcel A Owner, Parcel B Owner shall execute, deliver, and record any such documents or instruments reasonably requested by Parcel A Owner to evidence the termination of such easement in the Public Records of Hillsborough County, Florida.

2.4 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Wawa, in the case of the Owner of Parcel B) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.5 Permissible Access Openings. The opening(s) and access point(s) contemplated between the Parcels for use of the Driveways, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveways, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Permissible Access Openings." The Permissible Access Openings shall in no event

be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Permissible Access Openings a smooth and level grade transition to allow the use of the Driveways for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1(a) above. Except with respect to the Permissible Access Openings, cross-access shall be prohibited between the Parcels and each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.6 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once the Water Detention and Drainage Facilities are installed pursuant to the easements granted in paragraph 2.1(b) hereof, and/or utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 2.1(c) hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not unreasonably interrupted, and the relocation shall not unreasonably interfere with or diminish the services to the other Owner's Parcel, shall not reduce or unreasonably impair the usefulness or function of such services, shall be completed using materials and design standards which are equal to or exceed those originally used, and shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereof, and the remaining provisions of this paragraph 2.6 are complied with. No such relocation affecting Parcel B or the water detention and drainage services or utility service(s) thereto shall be performed without the consent of Wawa (during the continuance of the Wawa Lease). Documentation of the relocated easement area, including the furnishing of an "as-built" survey, shall be at the expense of the requesting Owner and shall be accomplished in a reasonable time period.

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Wawa Lease, Wawa), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel A and its Permittees shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Owner of Parcel B (and Wawa, during the continuance of the Wawa Lease) shall consent thereto.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Nothing contained in this paragraph 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.3 Common Area. Except as otherwise expressly provided in this Agreement, each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair and shall maintain and repair such Common Areas, as necessary, to ensure compliance with all laws, including, without limitation, the Americans with Disabilities Act ("ADA"). Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, including snow and ice removal, taking reasonable steps to remove papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways between dusk and dawn three hundred sixty-five (365) days per year, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe, orderly condition and in compliance with all laws, including, without limitation, the ADA. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), provided, however, that all such restorations, repairs or rebuilding shall be in compliance with the requirements of all laws then in effect, including, without limitation, the ADA. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to paragraph 2.1 shall not be closed or materially impaired; (ii) once constructed, the Driveways and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be materially altered, modified, relocated and/or blocked without the express written consent of all Owners and Wawa (during the continuance of the Wawa Lease); (iii) the same shall not violate any of the provisions and easements granted in paragraph 2; and (iv) the requirements of paragraph 3.2 of this Agreement shall be complied with. Notwithstanding any other provision contained herein, Owners recognize that Wawa's business requires the Driveways to be continuously maintained. Consequently, if any Owner fails to maintain the Driveways, then such Owner grants to Wawa the right, but not the obligation, to make repairs to the Driveways from time to time.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

3.5 Parcel A Driveway and Common Drainage Facilities.

(a) The Parcel A Driveway and the Common Drainage Facilities shall be constructed and completed by the Parcel B Owner at the same time as such Owner develops Parcel B for Wawa under the Wawa Lease (in accordance with plans approved by Wawa under the Wawa Lease). Such construction shall be diligently performed in a good and workmanlike manner and in accordance with all applicable laws, ordinances, regulations, permits and approvals. The Parcel B Owner shall ensure that no liens are placed on any portion of Parcel A in connection with the construction of the Parcel A Driveway and the Parcel B Owner shall, within thirty (30) days of the date of its filing, have any such lien released or bonded. In addition, the Parcel B Owner shall promptly restore and repair (to the condition existing immediately prior to such damage) any damage to Parcel A caused by the Parcel B Owner in connection with the construction of the Parcel A Driveway. The Parcel A Owner shall reasonably cooperate (at no out of pocket cost or expense) with the Parcel B Owner in connection with its application for and pursuit and receipt of all permits and approvals of applicable governmental agencies necessary for the construction of the Parcel A Driveway, which cooperation will include, without limitation, the Parcel A Owner's execution of authorizations, affidavits, consents or applications as may be required by applicable governmental agencies for the Parcel B Owner to obtain all such permits and approvals.

(b) Once constructed and until such time as the first certificate of occupancy is issued with respect to any improvements on Parcel A, the Parcel B Owner shall maintain, repair, reconstruct and replace, or, during the continuance of the Wawa Lease, shall cause Wawa to maintain, repair, reconstruct and replace, the Parcel A Driveway, at such party's sole cost and expense. Following the issuance of the first certificate of occupancy with respect to any improvements on Parcel A, the Parcel A Owner shall maintain, repair, reconstruct and replace the Parcel A Driveway, at such party's sole cost and expense. In the event the Parcel A Owner fails to maintain, repair, reconstruct and replace the Parcel A Driveway as required pursuant to the preceding sentence, Wawa (during the continuance of the Wawa Lease) shall have the right, but not the obligation, to maintain, repair, reconstruct and replace the Parcel A Driveway. In the event Wawa exercises such right, Wawa shall be reimbursed by the Parcel A Owner for its reasonable costs incurred in performing such maintenance, repair, reconstruction and replacement of the Parcel A Driveway pursuant to Section 9.2 below.

(c) Once constructed, the Parcel B Owner shall operate, maintain, repair, reconstruct and replace, or, during the continuance of the Wawa Lease, shall cause Wawa to operate, maintain, repair, reconstruct and replace, the Common Drainage Facilities and all reasonable costs actually incurred in connection therewith shall be referred to herein as the "Common Maintenance Costs"; provided, however, the Parcel A Owner shall be responsible for, pay and reimburse the Parcel B Owner or Wawa, as applicable, for one-third (1/3) of the Common Maintenance Costs within thirty (30) days following receipt of an invoice from the the Parcel B Owner or Wawa, as applicable (which shall be accompanied by copies of the bills, statements, work orders or other evidence of such costs). In the event of any future subdivision of Parcel A, such one-third (1/3) share of the Common Maintenance Costs allocated to Parcel A shall be divided equally amongst the subdivided lots.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Parcel, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements, including, without limitation, the requirements of the ADA. Notwithstanding anything set forth in this Agreement, there shall

be no obligation for the easements established in Section 2 of this Agreement that burden Parcel B to be open for use by the public until completion of construction on Parcel B.

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.2 Additional Parcel A Restrictions. Throughout the term of the Wawa Lease or for so long as Wawa owns or operates on Parcel B, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for any one or more of the following purposes: a Dutch Bros., a convenience food store, a fuel dispensing facility, or any combination of such uses. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Wawa, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuickChek, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Gate, Thorntons, Hess Express, Murphy USA, Murphy Express or Sunoco A-Plus. The term "fuel dispensing facility" means any facility or station that dispenses fuel, whether self-service and/or full-service. The restrictions set forth in this Section 5.2 shall not prohibit Parcel A from being occupied or used for a quick-service restaurant. The term "quick-service restaurant" means any establishment generally recognized by the retail food industry as being a quick-service restaurant, including, but not be limited to, Burger King, Sonic, KFC, Taco Bell, Chick-fil-A, Salad Gallery, Saladworks, Starbucks, Dunkin Donuts, or Wendy's, but excluding Dutch Bros.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.4 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) and Wawa, Inc. (during the continuance of the Wawa Lease) as additional insureds.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Parcel A so as to enable the construction of the improvements required for the initial development for Wawa by the Owner of Parcel B, shall be implied by this Agreement. Without limiting the foregoing, no easements for parking or signage are granted or implied, and neither Owner shall have the right to park on any Parcel not owned by that Owner.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Wawa shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Wawa shall have the right, but not the obligation, to enforce

this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Wawa (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), Wawa or any Owner shall 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 by Bank of America (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, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the affected Owner or Wawa may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for Common Maintenance Costs, or other reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Wawa in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Hillsborough County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Hillsborough County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. As of the date of this Agreement, each Owner represents that no mortgage encumbers its Parcel unless the holder of such mortgage has signed the Joinder attached hereto.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Wawa, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to

injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Hillsborough County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Wawa) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Hillsborough County, Florida.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Wawa (during the continuance of the Wawa Lease).

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Wawa under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Wawa Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Wawa, and Wawa shall be permitted to withhold its consent to any changes related to parking, Permissible Access Openings, the Driveways or use restrictions that burden or benefit Parcel B in its sole and absolute discretion.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold

or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Wawa may change from time to time their respective address for notice hereunder by like notice to the other party and Wawa. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Wawa (during the continuance of the Wawa Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner and Wawa are as follows:

Wawa: Wawa Florida, LLC
260 West Baltimore Pike
Wawa, PA 19063
Attention: John Poplawski, Vice President

With a required copy to:

Wawa, Inc.
Attention: Legal Department
260 W. Baltimore Pike
Wawa, PA 19063

Parcel A Owner: Big Top of Tampa, Inc.
12888 S.E. US Highway 441
Bellevue, FL 34420
Attn: Steven L. Shaddix

Parcel B Owner: BW Fowler Jefferson, LLC
3708 W. Swann Avenue, Suite 200
Tampa, Florida 33609
Attention: T. Austin Simmons

With a required copy to:

Brooks, Rocha, Colby & Rice, PLLC
400 N. Tampa Street, Suite 1910
Tampa, Florida 33602
Attention: Michael R. Rocha

11.12 Governing Law. THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE IN WHICH THE PARCELS ARE LOCATED, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.

11.13 Estoppel Certificates. Each Owner and Wawa, within thirty (30) days of its receipt of a written request from the other Owner(s) or Wawa, shall from time to time provide the requesting Owner or Wawa, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Mechanics' Liens. Each Owner shall defend, indemnify and hold harmless the other Owners from and against any and all mechanic's or materialmen's liens filed against such other Owner's Parcel as a result of the indemnifying Owner's (or its agents, representatives or tenants) activities and shall cause any such mechanic's or materialmen's liens to be promptly bonded over.

Exhibit A – Legal Description of Parcel A
Exhibit B – Legal Description of Parcel B
Exhibit C – Site Plan

[Signatures on following pages]

[Continued on Following Page]

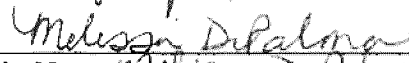
PARCEL B OWNER:

BW FOWLER JEFFERSON, LLC, a
Florida limited liability company

By: **BRIGHTWORK REAL ESTATE, INC.**,
a Florida corporation, as Manager

WITNESSES:


Print Name: Alexandra Chavez
Address: 3708 W Swann Ave.
Tampa, FL 33609


Print Name: Melissa DePalma
Address: 3708 W Swann Ave.
Tampa, FL 33609

By: _____
T. Austin Simmons, President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of December, 2025, by T. Austin Simmons, as President of BRIGHTWORK REAL ESTATE, INC., a Florida corporation, as Manager of **BW FOWLER JEFFERSON, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a valid driver's license as identification.

(Notary Seal)

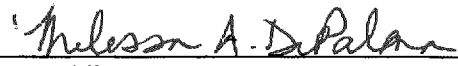

Notary Public
Printed Name: Melissa A. DePalma
My Commission Expires: 6/5/26



EXHIBIT A

Legal Description of Parcel A

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 28 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the South 1/4 corner of said Section 7, run thence along the West boundary of Government Lot 3 of said Section 7, N.00°06'27"E., a distance of 49.80 feet to the Westerly Extension of the North Right-of-Way Line of State Road 582, as recorded in the State of Florida Department of Transportation Map with a W.P. Segment 416858 1; thence along said Westerly Extension, N.89°59'02"E., a distance of 30.00 feet to the East Right-of-Way Line of Wren Street of MARTELLO HEIGHTS, according to the map or plat thereof, as recorded in Plat Book 27, Page 12 of the public records of Hillsborough County, Florida, said point also being the **POINT OF BEGINNING**; thence continue along said East Right-of-Way Line, N.00°06'27"E., a distance of 307.82 feet to a line 307.82 feet North of and parallel with said North Right-of-Way Line of State Road 582; thence along said parallel line, N.89°59'02"E., a distance of 642.27 feet to a line 642.27 feet East of and parallel with said East Right-of-Way Line of Wren Street; thence along said parallel line, S.00°06'27"W, a distance of 307.82 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W, a distance of 188.38 feet to the East Right-of-Way Line of Canary Street of said MARTELLO HEIGHTS; thence along said East Right-of-Way Line, N.00°03'04"W., a distance of 50.00 feet; thence S.89°59'02"W., a distance of 60.00 feet to the West Right-of-Way Line of said Canary Street; thence along said West Right-of-Way Line, S.00°03'04"E., a distance of 50.00 feet to said North Right-of-Way Line of State Road 582; thence along said North Right-of-Way Line, S.89°59'02"W., a distance of 393.89 feet to the **POINT OF BEGINNING**.

Less and Except:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N00°06'27"E, ALONG THE WEST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 7, A DISTANCE OF 49.80 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF EAST FOWLER AVENUE (STATE ROAD 582), AS RECORDED IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP WITH A W.P. SEGMENT 416858 1; THENCE N89°59'02"E, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF WREN STREET OF MARTELLO HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 12, OF

THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N89°59'02"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST FOWLER AVENUE, A DISTANCE OF 206.08 FEET TO THE POINT OF BEGINNING; THENCE N00°02'08"W, A DISTANCE OF 307.82 FEET; THENCE N89°59'02"E, A DISTANCE OF 436.96 FEET; THENCE S00°06'27"W, A DISTANCE OF 307.82 FEET TO THE SAID NORTH RIGHT-OF-WAY LINE; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, THE FOLLOWING FIVE COURSES: (1) S89°59'02"W, A DISTANCE OF 188.38 FEET; (2) N00°03'04"W, A DISTANCE OF 50.00 FEET; (3) S89°59'02"W, A DISTANCE OF 60.00 FEET; (4) S00°03'04"E, A DISTANCE OF 50.00 FEET; (5) S89°59'02"W, A DISTANCE OF 187.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of Parcel B

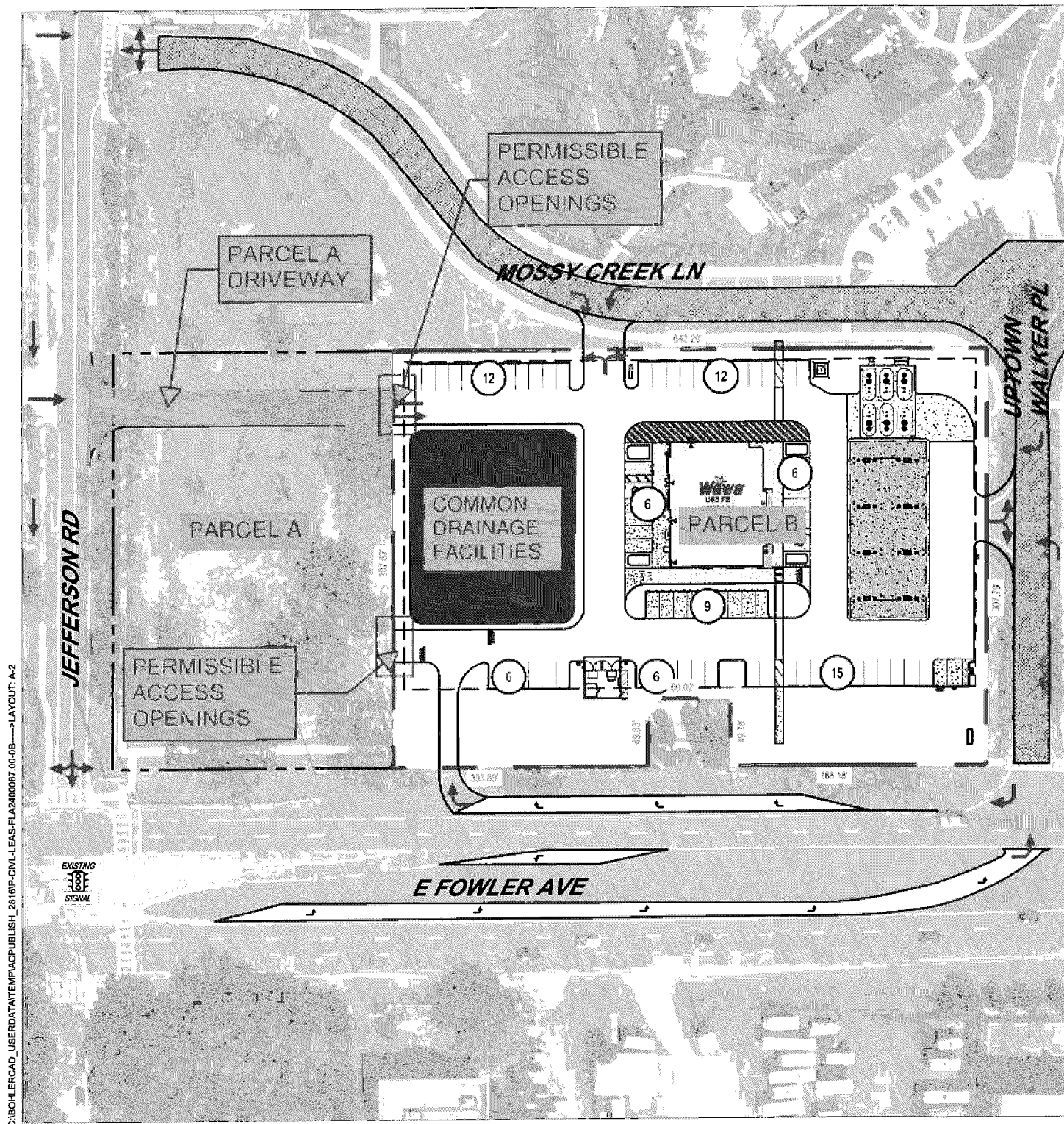
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N00°06'27"E, ALONG THE WEST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 7, A DISTANCE OF 49.80 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF EAST FOWLER AVENUE (STATE ROAD 582), AS RECORDED IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP WITH A W.P. SEGMENT 416858 1; THENCE N89°59'02"E, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF WREN STREET OF MARTELLO HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 12, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE N89°59'02"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST FOWLER AVENUE, A DISTANCE OF 206.08 FEET TO THE POINT OF BEGINNING; THENCE N00°02'08"W, A DISTANCE OF 307.82 FEET; THENCE N89°59'02"E, A DISTANCE OF 436.96 FEET; THENCE S00°06'27"W, A DISTANCE OF 307.82 FEET TO THE SAID NORTH RIGHT-OF-WAY LINE; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, THE FOLLOWING FIVE COURSES: (1) S89°59'02"W, A DISTANCE OF 188.38 FEET; (2) N00°03'04"W, A DISTANCE OF 50.00 FEET; (3) S89°59'02"W, A DISTANCE OF 60.00 FEET; (4) S00°03'04"E, A DISTANCE OF 50.00 FEET; (5) S89°59'02"W, A DISTANCE OF 187.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Site Plan

[Attached]



BOHLER //

600 N WESTSHORE BLVD., SUITE 950
TAMPA, FLORIDA 33624
Phone: (813) 812-4100
Fax: (813) 812-4101

FLORIDA BUSINESS CERT. OF AUTH. No. 30780

EXHIBIT C
SKETCH PLAN
NWC OF E FOWLER AVE &
UPTOWN WALKER PL
THONOTOSASSA, FL 33570
HILLSBOROUGH COUNTY

9/23/2025| NR | P-CIVL-LEAS-FLA2400087.00-0B | Rev. 0

