

or licensed pharmacist, neither Parcel I nor Parcel III nor any part thereof shall be used for employing a licensed or registered pharmacist, maintaining a pharmacy license thereon or for the sale of any products requiring the presence or services of a registered or licensed pharmacist.

(d) So long as Second Party, its sublessees, successors or assigns, shall operate a pharmacy or drug store on any portion of Parcel II and/or sell any health and beauty aids from any portion of Parcel II, neither Parcel I nor Parcel III nor any part thereof shall be used for the sale of any health and or beauty aids. The foregoing shall not prohibit the sale of health and beauty aids from a junior department store containing at least twenty thousand (20,000) square feet of sales floor area or from a variety store containing at least twelve thousand (12,000) square feet of sales floor area.

(e) Neither Parcel I nor Parcel III nor any part thereof may be used as a theatre or bowling alley.

(f) For the purpose of this Section, Second Party its sublessees or assigns shall be deemed to be using Parcel II for each of the purposes specified above unless such use has been discontinued for such specified purposes for a period of 24 consecutive months, excluding periods during which such use has been discontinued because of fire, casualty, exercise of eminent domain, strike, lockout, shortages of material or merchandise or other similar events of force majeure.

(g) If any portion of Parcel I is used in violation of any restrictions set forth above (notwithstanding the fact that the particular restriction may be deemed unenforceable under applicable law) then in addition to any other available remedy, a fence or other barrier separating Parcel I and II may be erected by The Great Atlantic & Pacific Tea Company, Inc.. Nothing herein contained however shall be deemed to require First Party to enforce a restriction which has been declared unenforceable under applicable law.

3. Development. (a) The development of Parcels I, II and III shall be conducted in such a manner as to not unreasonably interfere with either Party's conduct of its business, and in no