on which the same stands, located in said shopping center; and

WHEREAS, Developer as landlord in said Lease, as amended, covenanted and agreed with Winn-Dixie, as tenant, as follows:

> "Landlord agrees that it will impose on the entire shopping center of which the demised premises are a part a restrictive covenant, which shall be a first encumbrance thereon for the benefit of Tenant and all mortgagees of the premises hereby demised. Said restriction shall forbid anyone other than Tenant or its successors and assigns, during the term of this Lease or any renewal or extension thereof, from using any part of said shopping center as a supermarket, grocery store, meat, fish or vegetable market without Tenant's written consent."; and

WHEREAS, the said restriction was one of the principal inducements to Winn-Dixie to enter into said Lease, as amended, and is an essential part of the consideration to Winn-Dixie for the rentals heretofore paid and agreed to be paid under said Lease, as amended:

NOW, THEREFORE, in consideration of the premises and the sum of $10.00 and other good and valuable considerations paid to Developer by Winn-Dixie, the receipt and sufficiency of which is acknowledged, Developer, for itself and its successors and assigns, does hereby place the following restriction and covenant upon the said entire shopping center except that portion demised to Winn-Dixie as aforesaid, to run with the title of said land:

1. No part of said shopping center other than the storeroom demised to Winn-Dixie Greenville, Inc., by Lease dated the 18th day of August, 1961, shall be used as a supermarket, grocery store, meat, fish or vegetable market, without the written consent of said Winn-Dixie or its successors or assigns.

2. This covenant and restriction shall become effective upon the date hereof and shall continue in effect for and during the term of said Lease to Winn-Dixie and any extensions or renewals thereof.

3. Said covenant and restriction shall run with the title to said shopping center and shall bind the successors and assigns of Developer.

4. Said covenant and restriction is declared to be expressly

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