

It is understood that Tenant is lessee in possession of a portion of the above described shopping center property under that certain Lease dated August 18, 1961 between Hughes Development Company, Inc., as Landlord, and Winn-Dixie Greenville, Inc., as Tenant, as amended by First Amendment to Lease dated October 25, 1962, the interest of the landlord therein having been transferred by successive mesne assignments to Land Lease Corporation, and in turn to H. E. McElhenney and Trev A. Neuburger, and by them back to Land Lease Corporation. a short form of said Lease being recorded in Deed Book 690, page 213, in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, and which Lease, as extended, is now fixed to expire at midnight on June 20, 1979. It is further understood and agreed that this lease supersedes and cancels the said Lease dated August 18, 1961, as amended, and that the same is hereby surrendered, terminated and canceled in its entirety as of the first day of the initial term of this lease. The rents shall be calculated and paid under the rates of the said prior Lease, as amended, until rent begins to accrue under this present lease, and the rents for the calendar month during which the change of rates occurs shall be prorated between the rates under the prior Lease, as amended, and the rates under this present lease. However, it is understood that if this present lease for any reason should not become effective or be canceled or terminated before the first day of its initial term, the said prior Lease, as amended, shall continue in full force and effect as if this present lease had not been executed.

Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a supermarket in the shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly lease or rent any property located within the shopping center, or within 1000 feet of any exterior boundary thereof, for occupancy as a supermarket, grocery store, meat, fish or vegetable market, nor will the landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business without written permission of the Tenant; and landlord further covenants and agrees not to

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