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15. RESTRICTIVE COVENANTS.

- (a) As used in this Section 15, 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 Tenant, Sheetz, 7-Eleven, Turkey Hill, Hess, QuikCheck, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac or Hess Express. The term "coffee store" means a store primarily engaged in the sale of coffee and related coffee drinks, including without limitation, Dunkin' Donuts, Seattle's Best, Einstein's, Caribou Cafe, Bucks County Coffee or Barnie's Coffee and Tea Company. The term "sub store" means a store operated as a Subway, Quizno's, Jimmy John's, Firehouse Subs or Jersey Mike's. The term "fuel dispensing facility" means a fuel service station, including a self-service station. Also for purposes of this Section 15, "stand alone" means a property that (i) contains a free standing structure with one (1) use or tenant, or (ii) contains a drive-thru service, or (iii) is commonly referred to in the real estate development industry as a "pad site". By way of example, Tenant's Use is a "stand alone" use.
- (b) During the term of this Lease, Landlord covenants not to permit the Landlord's Overall Property, excluding the Leased Premises, to be occupied or used for a convenience food store, a stand alone coffee store, a stand alone sub store, a fuel dispensing facility or any combination of such uses (collectively, the "Restrictions"). Notwithstanding the foregoing Restrictions, a Starbucks is hereby expressly permitted.
- Landlord have an ownership interest in any property within the project known as the Ormond Central Project as more particularly described on Exhibit A-2 (the "Ormond Central Project"), Landlord and/or any owner(s) of Landlord covenant not to permit any property in which they have an ownership interest within the Ormond Central Project to be occupied or used for a convenience food store, a fuel dispensing facility, or any combination of such uses (collectively, the "Ormond Central Restrictions"). For purposes of clarity, the Ormond Central Restrictions shall not be recorded, shall not encumber or run with the land of the Ormond Central Project, and the Tenant's sole remedy in the event of the breach of any of the foregoing Ormond Central Restrictions is a reduction of the Rent derived from this Lease as specified in Section 15(d)(iii) below. The Landlord and/or any owner(s) of Landlord shall not be in breach of the Ormond Central Restrictions if they only have an ownership interest in portion(s) of the property within the Ormond Central Project that are not occupied or used for a convenience food store, a fuel dispensing facility, or any combination of such uses.