

It is understood that the parties hereto previously entered into that certain Lease dated July 24, 1969, and Short Form Lease of concurrent date which is recorded in Deed Book 875 at page 235 of the Records of the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, between Floogle, Inc., as landlord, and Winn-Dixie Greenville, Inc., as tenant, under which Lease and Short Form Lease the Landlord was to construct a store building for occupancy by Tenant on the same property as the store building contemplated under this present lease is intended to be constructed, but that the improvements contemplated under said prior Lease dated July 24, 1969 were never constructed, the Tenant never entered in possession thereunder and neither said Lease or Short Form Lease became effective, and the parties hereto have agreed that all their respective rights and obligations under said prior Lease and Short Form Lease should be terminated and canceled, and also desire to cancel the said Short Form Lease of record. Therefore, the Landlord and Tenant do hereby mutually agree that the aforesaid Lease and Short Form Lease, each dated July 24, 1969, be and the same are hereby revoked, canceled and terminated in their entirety and further mutually agree that this present lease supersedes and cancels and is substituted in all respects for the aforesaid prior Lease and Short Form Lease, each dated July 24, 1969.

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 permit or suffer any property located within the shopping center to be used for or occupied by any business dealing in or which shall