

Exhibit B

Seller hereby covenants and agrees that it will not lease, rent, sell or otherwise permit to be owned, controlled, leased, used or occupied any portion of the Seller's Property for any of the purposes set forth in items a through l below;

- a. a retail food store; the term "retail food store" shall include, without limitation a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any store where more than fifty (50) food items are sold for off-premises consumption; "retail food store" shall not include a delicatessen, drug store or any restaurant or lunch room wherein prepared food is sold for on-premises consumption or for "take-out" consumption; further, no portion of the Seller's Property shall be owned, controlled, leased, used or occupied for the conduct of a food market or food department in excess of 2000 square feet in total including aisles in any department store or variety store occupying or using any part of the Seller's Property, any such department store or variety store using or occupying any part of the Seller's Property shall refrain from conducting thereon a food department or food market, but may operate a restaurant, lunch room or counter and may deal in candies. The term "owned" shall also include any indirect ownership as through partnership, land trust, corporations and the like;
- b. adult book store;
- c. a business which would emit or produce noxious fumes or gases or loud noises;
- d. a distillation, refining, smelting, industrial, agricultural, drilling or mining operation;
- e. a junk yard, stock yard or animal raising operation;
- f. a dump or disposal, or any operation for the incineration or reduction of garbage or refuse;
- g. a mortuary or funeral home within 250 feet of the Property;
- h. an establishment selling or exhibiting pornographic materials;
- i. a nightclub, discotheque or dance hall;
- j. a lot for the sale of used motor vehicles;
- k. a pool or billiard hall (unless operated as part of a large scale family recreation or entertainment facility);
- l. a use or operation which is generally considered to be an environmental risk to any portion of the Property or surrounding properties;
- m. Notwithstanding paragraph a above to the contrary, Seller's Property can be owned, leased, used or occupied by a convenience store which sells typical grocery items provided the area in such store used for such sale does not exceed 1,000 square feet including aisle space. Provided, however, there shall be no restriction to convenience stores that are "full service" which include the sale of gasoline.