

RESTRICTIVE COVENANTS

Section 13.1 Restrictions in Favor of Lessee. During the Initial Term of this Lease and any Renewal Term, Lessor covenants that Lessor will not permit any property owned by Lessor situate within a two mile radius of the Demised Premises (including Lessor's Remaining Land) to be occupied or used, in whole or in part, for: (i) the sale of gasoline and other motor fuels, (ii) a fast food restaurant, by way of example only, such as a McDonald's, Subway, or KFC restaurant; (iii) car wash; (iv) a discount tobacco store, or (v) a "Convenience Store" as hereinafter defined. For the purpose of this Lease, a Convenience Store is defined as a retail business operating 24 hours per day, with primary emphasis on providing the public a convenient location to quickly purchase a wide variety of consumable products (predominantly food or food and gasoline or tobacco products) and services. In addition to those restrictions listed in items (i) through (v) above, Lessor covenants and agrees that during the Initial Term and any Renewal Term of this Lease Lessor shall not use, occupy, lease, operate upon, or permit to operate upon Lessor's Remaining Land any of the following objectionable uses: (a) the sale or rental or showing of films of an explicit sexual nature or live entertainment of an explicit sexual nature; or (b) a business that sells, leases or exhibits pornographic material (a so-called "adult" book store); or (c) a massage parlor; or (d) a tattoo parlor; or (e) a bar or nightclub; (d) or any other business or use which in Lessee's reasonable opinion, tends to impair the reputation, desirability as a location, or the use of the Demised Premises as a Sheetz Convenience Store.