

Exhibit X

Exclusives and Restrictions

**1. PUBLIX:**

Publix

(a) **Exclusive Uses.** Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Shopping Center Tract and Outparcels to, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.): (i) engage in the retail sale of groceries and other products typically offered for sale in a grocery supermarket; (ii) operate a grocery supermarket, bakery, delicatessen, and/or fish market; (iii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist, even though such pharmacist may not be required to be present for delivery of such products; (iv) engage in retail sales of items of food for "off-premises" consumption; and (v) engage in retail sales of wine and other alcoholic beverages for "off-premises" consumption (i.e. a liquor store).

(b) **Specific Prohibited Uses.** Landlord hereby covenants and agrees that no other premises in the Shopping Center, Outparcels, or adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions", shall be used for the following "prohibited uses": any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center; dry cleaning plant; cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; health spa (except for a "Curves" or similar concept occupying not more than 2,000 square feet); adult entertainment facility; gymnasium; massage parlor (except for a "Massage Envy", occupying not more than 2,000 square feet); adult book store; pin ball or electronic game room; a so-called "head shop"; funeral parlor; flea market; bingo parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); cafeteria; sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers; car wash; billboard; or cell phone tower. In addition, Landlord hereby covenants and agrees that no other premises in the Shopping Center shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's. In any event, not more than an aggregate of two (2) restaurants and/or cocktail lounges, (but not a "concept" restaurant), and three (3) take-out/fast food restaurants, shall be located within the Shopping Center and the Outparcels combined and shall only be located as follows: (i) Retail Building 1, as depicted and so designated on the Site Plan, may have two (2) take-out/fast food restaurants, and a sit-down restaurant shall be allowed in the northernmost end cap only, none of which may exceed 2,000 square feet of Leasable Area; and (ii) Retail Building 2, as depicted and so designated on the Site Plan, may have one (1) sit-down restaurant on the easternmost end of the building, which may not exceed 2,500 square feet of Leasable Area, and may have one (1) take-out/fast food restaurant, which may not exceed 2,000 square feet of Leasable Area, located within the easternmost one-third of the building; and (iii) no restaurant of any kind shall be located within one hundred (100) feet of the Storeroom. Notwithstanding the foregoing, Landlord may locate one (1) of the take-out/fast food restaurants allocated to Retail Building 1 in the northernmost bay of Retail Building 3; which may not exceed 2,000 square feet of Leasable Area, and in which case only one (1) take-out/fast food restaurant may be located in Retail Building 1.

## **2. WALGREENS:**

7. (a) (1) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own, lease or control, and which is contiguous to any boundary of Landlord's Property, will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [iii]); (iii) the sale of so-called health and/or beauty aids and/or drug sundries (excluding barber shops, beauty salons, day spas or similar uses devoting up to one hundred (100) square feet of floor area to the display of such products); (iv) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) and/or photographic film are offered for sale (excluding studios performing on-site photography and associated finishing services); (v) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (vi) the operation of a so-called "convenience store", such as 7-Eleven or Cumberland Farms. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of the attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way. The foregoing exclusives shall not apply to "Publix" or any other supermarket or grocery store operating in an area of 20,000 square feet or more floor area.

## **3. OTHER LESSEE EXCLUSIVES AND PROHIBITED USES:**

- As a full service depository financial institution;
- For the sale of prepared sandwiches and wraps;
- As a general dentistry practice;
- As a nail salon;
- For the sale of Chinese and/or Japanese food for takeout;
- As a hair salon for men, women and children, and for the sale of related retail items;
- For the sale of cellular or wireless telephones and related products;
- As an insurance agency;
- As a dry cleaner or dry cleaning drop shop;
- For eat in, delivery or take-out burgers, or a tenant who derives more than fifteen percent (15%) of its gross revenue from the sale of burgers or in which the trade name or service mark displayed at such premises contains the word "burgers";

- For any other use not allowed under this Lease, prohibited by law or for which Lessor has granted another occupant an exclusive use.

#### **4. GENERAL SHOPPING CENTER PROHIBITED USES:**

- Adult book stores, adult theatre, or adult amusement facility.
- Amusement centers, arcade/game rooms.
- Automobile and light truck new sales or rental.
- Automobile service and self-service gas stations.
- Automobile/motorcycle repair shops.
- Automobile storage
- Bath and massage parlors (but health or beauty spas, including tanning salons and day spas, such as “Curves” and “Massage Envy” shall be permitted);
- Billiard rooms, bowling alleys, skating or roller rinks and poolrooms.
- Any industrial or mining use.
- Dry cleaners with on-site cleaning plant.
- Office use (except incidental to a retail use permitted hereunder, and except so-called “office retail” uses such as real estate agents, stock brokerages, title insurance companies and tax preparation services shall be permitted)
- Medical observatory dormitories or any other sleep quarters or lodging.
- Mortuaries or funeral homes.
- Natatoriums
- Open-air-theaters
- Propagating and growing plants for sale.
- Pubs, bars, nightclubs or discos, except cocktail bars operated in full-service restaurants.
- Self-service storage facilities.
- Skating rinks
- Truck rentals