

THIS AMENDMENT OF RESTRICTIVE COVENANTS made this 12th day of December, 2018

BETWEEN:

SOBEYS LAND HOLDINGS LIMITED, a body corporate, successor by amalgamation to Sobey Leased Properties Limited (hereinafter called the "Releasor")

OF THE FIRST PART

AND:

2300 GOTTINGEN STREET LIMITED, as General Partner for and on behalf of **2300 GOTTINGEN STREET LIMITED PARTNERSHIP** (hereinafter called the "Releasee")

OF THE SECOND PART

WHEREAS by a Deed from Sobey Leased Properties Limited to Creighton/Gerrish Development Association dated the 23rd day of September, 1999 and recorded at the Halifax County Registry of Deeds on the 18th day of October, 1999, in Book 6468 at Page 774, Document No. 35427, Sobey Leased Properties Limited sold to Creighton/Gerrish Development Association certain property known as PID 41068990 and more particularly described in Schedule "A" (the "Lands") attached hereto, which Deed contains the restrictive covenants attached as Schedule "B" hereto ("the Restrictive Covenants");

AND WHEREAS by a Deed from Creighton/Gerrish Development Association to 2300 Gottingen Street Limited, as General Partner for and on behalf of 2300 Gottingen Street Limited Partnership dated the 15th day of October, 2015, and recorded at the Halifax County Land Registration Office on the 19th day of October, 2015, as Document No. 107954779, Creighton/Gerrish Development Association sold the Lands to 2300 Gottingen Street Limited, as General Partner for and on behalf of 2300 Gottingen Street Limited Partnership;

AND WHEREAS Sobey Leased Properties Limited, Sobey's Land Holdings Limited and Sobey's Real Estate Holdings Limited amalgamated to form Sobey's Land Holdings Limited effective May 6, 2018;

AND WHEREAS the Releasor has agreed to amend the Restriction Covenants more particularly described in Schedule "B" hereto.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Releasee to the Releasor, the receipt and sufficiency of which is hereby acknowledged, the Releasor hereby agrees to the following amendment to the Restrictive Covenants over the lands and premises more particularly described in Schedule "B" annexed hereto:

SCHEDULE "B"

THIS COVENANCE is made by the Grantor to the Grantee and accepted by the Grantee subject to the covenants hereinafter set out.

WITH the intention that this covenant is a binding, restrictive, negative covenant running with the land described in Schedule "A" annexed hereto for the benefit of all or any of the lands and premises described in the Schedule annexed hereto and marked Schedule "C", the Grantee hereby covenants, promises and agrees to and with the Grantor that the Grantee shall not use the lands and premises described in Schedule "A" annexed hereto for the purpose in whole or in part and whether directly or indirectly for:

- (a) the carrying on of the business of a food store, grocery store, food supermarket, convenience store or the sale of any food in any way or for the carrying on of the business of a drug store or the sale of prescription drugs (collectively "the Prescribed Activity"); or
- (b) any of the purposes of:
 - (i) storage or parking associated with or for the benefit of; or
 - (ii) access, entrance, exit, right-of-way or easement directly or indirectly to or from, any other lands and premises used for any Prescribed Activity without, in any such event, the prior written consent of the Grantor, which consent may, in the absolute discretion of the Grantor, be arbitrarily refused.

THE GRANTEE agrees that at the expense of the Grantor it will take all necessary action to enforce such covenant and to prevent its breach and in default the Grantor may take such action in the name of the Grantee.

THE GRANTOR may waive any breach of any term or covenant contained herein or any default in the observance or performance of any covenant or agreement to be observed or performed by the Grantee, or any assignee or successors in title of the Grantee under the terms of this deed; provided always that no waiver by the Grantor of such breach, default, observance or performance and no failure or omission by the Grantor to waive any such breach, default, observance or performance shall extend to or be taken in any manner whatsoever to affect a subsequent breach or default or any of the rights of the Grantor arising therefrom and the right of the Grantor to insist upon such observance or performance.