

486153 4138 (3)

TAX STATEMENTS:
DJ HIGHLAND LLC
615 N WABASH
CHICAGO, IL 60611

SPECIAL WARRANTY DEED

Chicago Title Insurance Company

13

THIS INDENTURE, made as of this 11th day of September, 1996, between OPUS NORTH CORPORATION, an Illinois corporation, ("Grantor"), and DJ HIGHLAND, L.L.C., an Illinois limited liability company, with an address of 615 N. Wabash Avenue, Chicago, Illinois 60611 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to its successors and assigns, FOREVER, all the following described Real Estate situated in the County of Lake, the State of Indiana, known and described as follows, to wit:

Document is NOT OFFICIAL!
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.
This Document is the property of the Lake County Recorder!

96061718

Grantor warrants that the total cash consideration received for this conveyance by Grantor during 1996 is less than the existing first mortgage on the real estate, and, therefore, there is no Indiana Gross Income Tax due by reason of this conveyance.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances, **TO HAVE AND TO HOLD** the said premises as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it **WILL WARRANT AND DEFEND**, subject to: Those matters set forth in Exhibit B attached hereto and made a part hereof.

96 SEP 15 PM 1:14
RECORDED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

UNSUBJECT TO
FOR TRANSFER.
SEP 13 1996

000769

AUDIT

34/13

Permanent Real Estate Tax I.D. Number: 27-596-1

Property Address: NE Corner of US RT 41 and Main Street, Highland Grove Shopping Center
Highland, Indiana

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its President, the day and year first above written.

OPUS NORTH CORPORATION

By: [Signature]
Its CEO

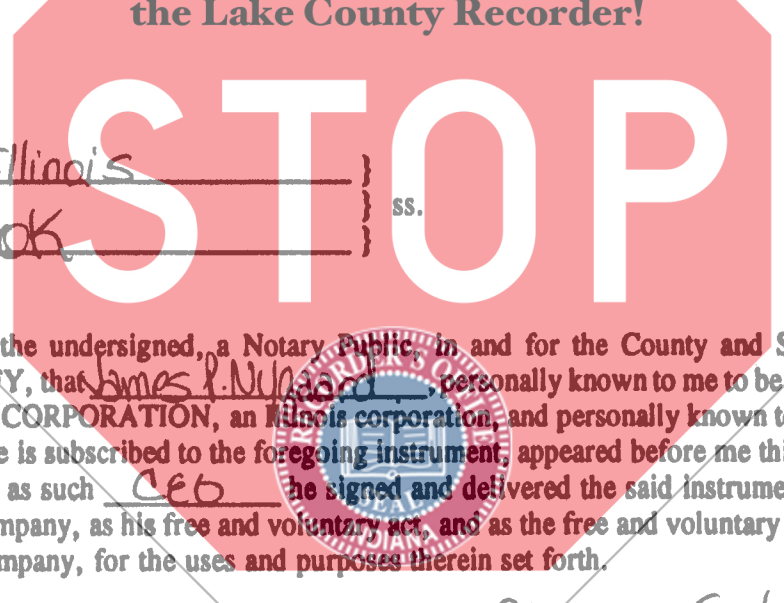
NAME & ADDRESS OF PREPARER:

D. Albert Daspin
Burke, Warren & MacKay, P.C.
330 North Wabash Avenue, 22nd Floor
Chicago, Illinois 60611

MAIL TO:

Alan D. Pearlman
Schain, Finsel & Burney, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601

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the Lake County Recorder!



STATE OF Illinois
COUNTY OF Cook

ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James R. Nussard, personally known to me to be the CEO of OPUS NORTH CORPORATION, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such CEO he signed and delivered the said instrument on behalf of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of September, 1996.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9/13/99

"OFFICIAL SEAL"
ALICIA SOLIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/13/99

EXHIBIT "A"

PARCEL 1: THAT PART OF LOT 1, HIGHLAND TOWN CENTER, IN THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 77, PAGE 23, IN LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG A NORTHERLY LINE OF SAID LOT 1, 462.18 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, 76.58 FEET; THENCE SOUTH 59 DEGREES 50 MINUTES 12 SECONDS WEST 186.50 FEET; THENCE SOUTHERLY ON A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 74.48 FEET, TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 227.92 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, 55.25 FEET; THENCE WESTERLY ON A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHERLY, HAVING A RADIUS OF 61.50 FEET, AN ARC DISTANCE OF 58.03 FEET, TO A POINT ON A WESTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 105.43 FEET; THENCE NORTH 05 DEGREES 14 MINUTES 02 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 230.11 FEET, TO THE POINT OF BEGINNING, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY OPERATION AND EASEMENT AGREEMENT DATED AUGUST 19, 1994 AND RECORDED SEPTEMBER 26, 1994, AS DOCUMENT NO. 94066757, (SUBJECT TO ALL ASSIGNMENTS AND AMENDMENTS THERETO), IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND FOR PARKING OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE;

LOT 1, HIGHLAND TOWN CENTER, AS SHOWN IN PLAT BOOK 77, PAGE 23, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFOREM THAT PART LYING WITHIN PARCEL 1 ABOVE. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

Exhibit B

PERMITTED ENCUMBRANCES

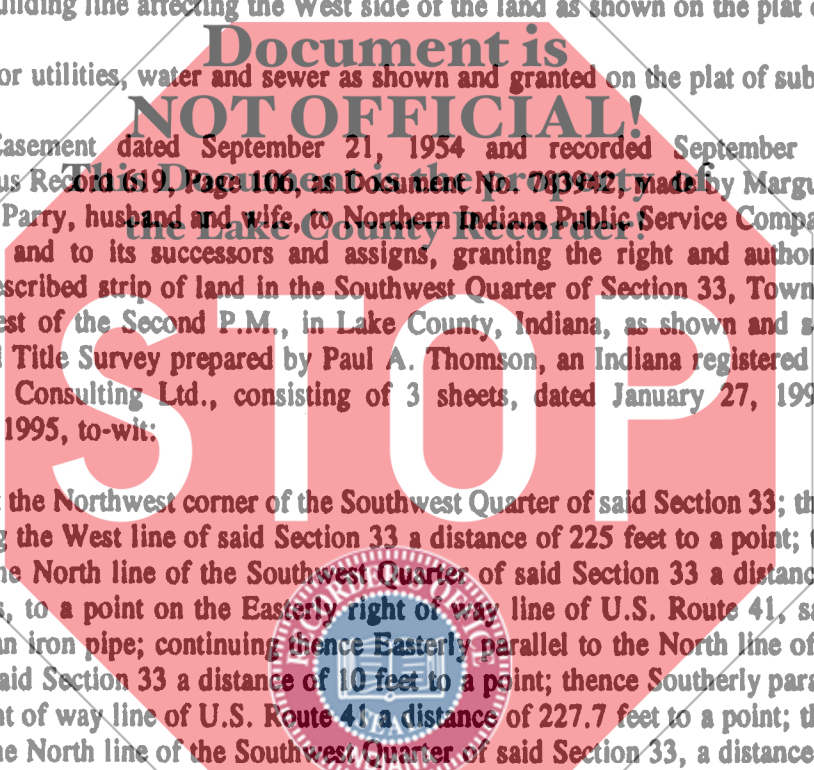
1. Taxes and assessments which are a lien, but which are not yet billed, or are billed but are not yet delinquent and any assessments not shown on the public record.
2. Any laws, regulations or ordinances (including, but not limited to, zoning, building and environmental matters) as to the use, occupancy, subdivision or improvements of the Real Estate adopted or imposed by any governmental agency.
3. Acts done or suffered by, through or under, or judgments against, Grantee.
4. A 50-foot building line affecting the West side of the land as shown on the plat of subdivision.

5. Easements for utilities, water and sewer as shown and granted on the plat of subdivision.

6. Roadway Easement dated September 21, 1954 and recorded September 23, 1954, in Miscellaneous Record 619, Page 106, as Document No. 783942, made by Marguerite M. Parry and Vernon Parry, husband and wife, to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, granting the right and authority to use the following described strip of land in the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the Second P.M., in Lake County, Indiana, as shown and set forth on the ALTA Land Title Survey prepared by Paul A. Thomson, an Indiana registered land surveyor, of Manhard Consulting Ltd., consisting of 3 sheets, dated January 27, 1995 and revised January 31, 1995, to-wit:

Beginning at the Northwest corner of the Southwest Quarter of said Section 33; thence Southerly on and along the West line of said Section 33 a distance of 225 feet to a point; thence Easterly parallel to the North line of the Southwest Quarter of said Section 33 a distance of 68.3 feet, more or less, to a point on the Easterly right of way line of U.S. Route 41, said point being marked by an iron pipe; continuing thence Easterly parallel to the North line of the Southwest Quarter of said Section 33 a distance of 10 feet to a point; thence Southerly parallel to the said Easterly right of way line of U.S. Route 41 a distance of 227.7 feet to a point; thence Westerly parallel to the North line of the Southwest Quarter of said Section 33, a distance of 10 feet to a point on the Easterly right of way of U.S. Route 41, said point being marked by a concrete highway marker; thence Northerly on and along the said Easterly right of way line of said U.S. Route 41 a distance of 227.7 feet to the point of beginning, as a roadway for pedestrian and vehicular traffic for ingress and egress to and from a parcel of land which the grantors therein have concurrently with the execution and delivery thereof sold and conveyed to Northern Indiana Public Service Company, the grantee therein, and which lies immediately North of and adjoining the Northerly end of the easement strip hereinabove described.

7. Terms and provisions of a Trustee's Deed for access rights only, recorded November 14, 1994, as Document No. 94077228, made by Calumet National Bank, a national banking association, as Trustee under Declaration of Trust dated May 11, 1992, and known as Trust No. P-3895, of Lake County, State of Indiana, grantor, and State of Indiana, grantee, for the purpose of establishing a limited access facility, the permanent extinguishment of all rights and easements or ingress and egress to, from, and across the limited access facility (to be known as U.S. 41 and as Project U.S. 41-45(1)), to and from the grantor's abutting lands, as indicated therein, as set



Handwritten notes on the right margin: '11/14/94' and 'P-3895'.

forth and shown on the ALTA Land Title Survey prepared by Paul A. Thomson, an Indiana registered land surveyor, of Manhard Consulting Ltd., consisting of 3 sheets, dated January 27, 1995 and revised January 31, 1995.

8. Terms and provisions of an Operation and Easement Agreement dated August 19, 1994 and recorded September 26, 1994, as Document No. 94066757, made by and between Dayton Hudson Corporation, Opus North Corporation and Calumet National Bank, not personally but solely as Trustee under Declaration of Trust dated May 11, 1992 and known as Trust No. P-3895.

Terms and provisions of an Assignment of Agreements dated March 29, 1995 and recorded April 6, 1995, as Document No. 95019081, made by and between American Stores Properties, Inc., a Delaware corporation, and Acme Markets, Inc., a Pennsylvania corporation.

Terms and provisions of First Amendment to Operation and Easement Agreement dated March 29, 1995 and recorded April 6, 1995, as Document No. 95019082, made by and between Dayton Hudson Corporation, a Minnesota corporation, Opus North Corporation, an Illinois corporation, and American Stores Properties, Inc., a Delaware corporation.

Terms and provisions of Second Amendment to Operation and Easement Agreement dated June 28, 1995 and recorded July 6, 1995, as Document No. 95037841, made by and between Dayton Hudson Corporation, a Minnesota corporation, Opus North Corporation, an Illinois corporation, and Acme Markets, Inc., a Pennsylvania corporation.

9. Any existing so-called exclusive agreement, restriction or use prohibition set forth in any lease or other agreement at the adjacent shopping center property and identified on Schedules 1 and 2 to this Exhibit A. By acceptance of this Indenture, Grantee (i) agrees that the Real Estate shall not be used for any purpose or use which would violate any so-called exclusive agreement, restriction or use prohibition as provided above, and (ii) acknowledges that any such exclusive agreement, restriction or use prohibition has been granted and imposed for the benefit of certain tenants and occupants of the adjacent shopping center property, which tenants and occupants are third party beneficiaries of such exclusive agreements, restrictions and use prohibitions and shall be entitled (separately from Grantor) to enforce the same directly against Grantee and its successors and assigns in the event of a violation thereof.

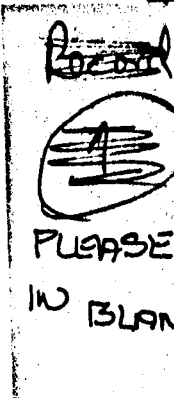
10. Taxes for 1995 payable in 1996, not yet due and payable.

Note: Taxes for 1994 payable in 1995 were paid in the amount of \$1,561.72. (Key Nos. 27-30-1 and 27-27-4) (Tax Unit No. 16) (Affects the land and other real estate).

Note: According to the plat of subdivision future taxes will be assessed under Key No. 27-596-1.

Note for information: The assessed valuation of the land and other real estate for 1994 IS: Land - \$9,760.0; Improvements - None.

11. Taxes for 1996 payable in 1997, not yet due and payable.
12. Declaration of Exclusive Uses dated September 11, 1996, and recorded September 16, 1996 as Document No. 94061716.



RECORDED
PLEASE
IN 13L

13. Declaration of Phase II Restriction dated September 11, 1996, and recorded September 16, 1996 as Document No. 96061717.

14. Memorandum of Lease dated SEPTEMBER 11, 1996, and recorded SEPTEMBER 16, 1996 as Document No. _____.

15. Grant of Pipeline Easement dated September 18, 1975 and recorded October 21, 1975, as Documents No. 321831, made by Martha M. Collins and Aimee A. Ruge, as Trustees, under Trust Agreement dated December 18, 1970, between Marguerite M. Parry, Settlor, and Martha M. Collins and Aimee M. Ruge, as Trustees, to Wolverine Pipe Line, over all that portion of land in a part of the sSuth half of Section 33, Township 36 North, Range 9 West of the 2nd P.M., in the Town of Highland, Lake County, Indiana, which lies a perpendicular distance of 15 feet Easterly of, and 15 feet Westerly of, the centerline of a certain Wolverine Pipe Line Company easement, 2345.46 feet more or less, in length, as shown on the Plat which is attached thereto and recorded therewith, signed by the parties for purpose of identification, and for further purposes of identification is marked as Right-Of-Way 165, Drawing No. WB-1022, and as shown and set forth on the ALTA Land Title Survey prepared by Paul A. Thomson, an Indiana registered land surveyor, of Manhard Consulting Ltd, consisting of 3 sheets, dated January 27, 1995 and revised January 31, 1995. (Affects parcel 2 of the land).

16. Grant of Pipe Line Easement as set out in the Agreement and partial Release dated July 31, 1990 and recorded August 28, 1990, as document no. 120139, in favor of Amoco Pipeline Company, upon the terms and provisions therein provided, upon a strip of land being described as follows:

An easement for pipeline purposes across and through that part of the West half of the Southwest quarter, lying West of a line that is 33 feet West of and parallel with the West line of the New York Central Railroad right-of-way, and lying East of a line that is 30 feet East of and parallel with the West line of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana (as recorded as document numbers 949954 and 957409 in the Lake County, Indiana Recorder's Office) and the easement being more particularly described as follows:

Commencing at the Southwest corner of the Southwest quarter of Section 33, Township 36 North, Range 9, West of the Second Principal Meridian, Lake County, Indiana; thence Northerly along the West line of the said Southwest quarter with an assumed bearing of North 00 degrees 06 minutes 28 seconds West, a distance of 659.50', to a point; thence South 89 degrees 08 minutes 53 seconds East, a distance of 16.78', to a point on the East right-of-way line of U. S. Highway 41, said point being the Point of Beginning; thence South 89 degrees 08 minutes 53 seconds East, a distance of 601.88', to a point; thence South 88 degrees 45 minutes 03 seconds East a distance of 529.48', to a point on the East line of the said property; thence North 00 degrees 00 minutes 10 seconds East along the East line of the said property, a distance of 56.83', to a point; thence North 88 degrees 42 minutes 12 seconds West, a distance of 528.38', to a point; thence North 89 degrees 19 minutes 55 seconds West, a distance of 600.32', to a point on the East right-of way line of U.S. Highway 41; thence South 02 degrees 44 minutes 32 seconds West along the East right-of-way line of U.S. Highway 41, a distance of 55.35', back to the point of beginning.

Note: Pavement Agreement; Addenda to Agreement and Partial Release dated September 6, 1994 and recorded September 8, 1994, as Document No. 94063407, made by and between Amoco Pipeline Company, a Maine Corporation, and Opus North Corporation, an Illinois Corporation, wherein Amoco grants permission (subject to certain terms, provisions and conditions mutually

agreed to by and between Amoco and Opus) to construct certain improvements along, over, across or under the above easement area.

Said pipeline easement and pavement agreement are shown and indicated on the ALTA Land Title Survey prepared by Paul A. Thomson, an Indiana registered land Surveyor, of Manhard Consulting Ltd, consisting of 3 sheets, dated January 27, 1995 and revised January 31, 1995. (Affects Parcel 2 of the Land).

17. Terms and provisions of a Warranty Deed access rights only dated October 20, 1994, and recorded November 14, 1994 as Document no. 94077227, made by and between Opus North Corporation, an Illinois Corporation, to the State of Indiana for purposes of establishing a limited access facility, the permanent extinguishment of all rights and easements or ingress and egress to, from and across the limited access facility (to be known as U.S. 41 and as Project U.S. 41-45(1)), to and from the Grantor's abutting lands, as indicated therein, as set forth and shown on the ALTA Land Title Survey prepared by Paul A. Thomson, an Indiana registered land surveyor, of Manhard Consulting Ltd, consisting of 3 sheets dated January 27, 1995 and revised January 31, 1995.



SCHEDULE 1

Shopping Center Use Restrictions

SECTION I. Use Restrictions for Shopping Center. The Shopping Center shall not be used in whole or in part for any of the following purposes:

- (a) General warehouse not associated with retail activities and reasonably necessary or incidental to sales at Premises, or for any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
- (b) "Second-hand" store whose principal business is selling used merchandise (other than an arcade resale store, such as Funcoland), thrift shops, salvation army type stores, "goodwill" type stores, and similar businesses;
- (c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);
- (d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);
- (e) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);
- (f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site service oriented to pickup and delivery by the ultimate consumer, including, nominal supporting facilities;
- (g) Selling or leasing automobiles, trucks, trailers, or recreational vehicles;
- (h) Any bowling alley, skating rink or bar, dance hall, discotheque, video game room (unless part of a sit down restaurant), night club, amusement gallery, gymnasium,
- (i) Veterinary hospital or animal raising or boarding facilities (except that this restriction shall not be deemed to preclude the operation of pet shops);
- (j) Funeral home or mortuary;
- (k) "Adult only" store for the sale or rental of Pornographic material or other sexually explicit material (provided that this restriction shall not preclude the sale or rental of X rated or "NR" rated or similar materials as an incidental part of the operation of bookstores or other Multi Media stores);
- (l) Flea market;

(m) Car wash; provided, however, a car wash or auto repair shop with enclosed auto repair bays not exceeding 25,000 square feet of Floor Area shall be permitted in the Phase II Developer Tract (as defined in the OEA) other than that portion of the Phase II Developer Tract lying within the Future Outlots Area consisting of 3.09 acres depicted on the Site Plan attached to the OEA;

(n) Operation whose principal use is a massage parlor; provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;

(o) Living quarters, sleeping apartments or lodging rooms;

(p) Tattoo parlor;

(q) Church, school, day care center or related religious or educational facility;

(r) Automotive service and repair; provided, however, a car wash or auto repair shop with enclosed auto repair bays not exceeding 25,000 square feet of Floor Area shall be permitted in the Phase II Developer Tract other than that portion of the Phase II Developer Tract lying within the Future Outlots Area consisting of 3.09 acres depicted on the Site Plan attached to the OEA;

(s) General office facility other than Lessor's office located on the land and used for purposes of managing the Land and any office used by any other tenant so long as such office is incidental to such tenant's use of any portion of the land;

(t) Cinema or theater;

(u) Retail sale of clothing commonly referred to as "close-outs", "manufacturer's overruns", "excess inventory", or "seconds", where the sale of such items constitute more than twenty percent (20%) of the total revenue (sales, services or otherwise) generated from any business selling the same; provided, however, a Marshall's store (or any successor or assign under the Marshall's Lease) shall be permitted at a location between the Target building and the Kohl's building shall be permitted; or

(v) Any use in violation of the OEA.

SCHEDULE 2

Exclusives And Use Restrictions

1. Circuit City

18. Use. Tenant shall initially maintain, use and operate the Demised Premises as a retail store for (i) the sale of consumer, office and automotive electronics products (which include, but shall not be limited to, televisions, stereos, speakers and video recorders and players), computer hardware and software, entertainment software and entertainment media (which include, but shall not be limited to, records, game cartridges, video tapes, cassettes and compact discs), cellular telephones, household appliances (which include, but shall not be limited to, refrigerators, freezers, stoves, microwave ovens, vacuum cleaners and dishwashers) and related goods and the sale and installation of motor vehicle audio, stereo and telephone systems (all of such items being herein collectively referred to as the "Products"), and (ii) renting, servicing, repairing and warehousing of the Products.

19.(vi) Tenant's Exclusive Use. ... No other tenant or occupant of the Shopping Center shall be entitled to sell or rent (or rent to own) any of the Products...; provided, however, other tenants or occupants of the Shopping Center shall have the right to display and sell the Products in up to, but not more than, three hundred (300) square feet (in the aggregate) of floor area in their premises...

2. Fashion Bug

12.16. Other Women's Wear Stores:

... [No other tenant shall operate] in the Shopping Center (as same may be expanded) ... (a) any retail store selling large or half-size women's clothing and/or apparel, or (b) any 2,000 square foot or larger retail store selling junior, missy or women's clothing and/or apparel, provided that in excess of the lesser of seven percent (7%) or 100 square feet of said store sales space is used for the sale of the articles in subsections (a) or (b)...

3. Famous Footwear

EXCLUSIVE: Lessor agrees that during the Term(s), Lessor will refrain from leasing any space in the Shopping Center to any ... tenant for the ... purpose of selling at retail in the Shopping Center, branded footwear at a discount, as a primary item ... For purposes hereof, the sale of branded footwear at a discount as a primary item shall mean that 50% or more of the square foot area of the premises shall be dedicated to the sale of such primary item ...

4. Jewel

23. RESTRICTIVE COVENANTS. . . No occupant ... shall use its premises for the retail selling of food of any kind ... for off-premises consumption, or for the operation of a so-called drug store or prescription pharmacy or for the selling of alcoholic liquor in packaged form, including, without limitation, beer, wine and ale; except the foregoing shall not prevent the sale from such premises of any of the following items, provided such items are sold as an incidental use and not as a primary part of such businesses conducted in such premises: (a) ready-to-eat prepared food for consumption off such premises, such as (X) so-called "fast food", (Y) snack items such as popcorn, candy, nuts, etc., or (Z) non-

alcoholic beverages and so-called gourmet food products; and (b) prepared food pursuant to any restaurant use which is permitted by this Agreement or the OEA...

5. Toyworks

24. **RESTRICTION.** ... Landlord covenants that Landlord will refrain from leasing any space in the Shopping Center ... for the permitted purpose of selling, at retail in the Shopping Center, toys, games, bicycles, stuffed animals and novelty candy and gum as "primary items" ... For purposes of this Section 24, "primary use" shall mean that 15% or more of the retail floor area of such other tenant's premises...(not to exceed 3,500 square feet of floor area)...is dedicated to the retail sale of toys, games, bicycles, stuffed animals or novelty candy and gum. ...

Section 2. Landlord agrees that ... Landlord will refrain from leasing any space within 200 feet of the Demised Premises to any ... tenant for the ... purpose of operating a restaurant. ...

6. Marshalls

Section 2. Landlord agrees that ... Landlord will refrain from leasing any space within 200 feet of the Demised Premises to any ... tenant for the ... purpose of operating a restaurant ...

7. Factory Card Outlet

Lessor agrees that ... Lessor will refrain from leasing any space in the Shopping Center to any ... tenant for the ... purpose of selling ... party goods, balloons and related party items, as primary items ... For purposes hereof, the sale of party goods, balloons and related items as primary items shall mean that ... 10% or more of any ... tenant's gross sales or 10% or more of ... any tenant's retail floor area is dedicated to the sale of such primary items ...

8. MC Sports

Landlord agrees that ... Landlord will refrain from leasing any space in the Shopping Center to any ... tenant for the ... purpose of selling ... sporting goods as primary items. For purposes hereof, the sale of sporting goods as primary items shall mean that ... 10% or more of any ... tenant's gross sales or ten percent (10%) or more of such ... tenant's floor area is dedicated to the sale or provision of such primary items ...

9. Pet Care Plus

Lessor agrees that ... Lessor will refrain from leasing any space in the Shopping Center to any ... tenant for the permitted purposes of selling ... pets, pet supplies and foods as primary items... For purposes hereof, the sale of pets, pet supplies and foods as primary items shall mean that 10% or more of any ... tenant's gross sales or 10% or more of such future tenant's retail floor area is dedicated to the sale of such primary items ...

10. Officemax

... No portion of the Shopping Center shall be used ...

(i) For the ... purpose of, or which is permitted to be, the sale of office, home office, school or business products; office, home office, school or business supplies or equipment; or office furniture (including by way of example those businesses operated by Office Depot, Staples, Office Shop Warehouse, and Workplace), or for use as a copy center or Kinko's type of operation (all of which are hereinafter referred to as the "Prohibited Uses"); or

(ii) For any purpose which would permit more than (A) one thousand (1,000) square feet of space to be used for any Prohibited Uses, or (B) five percent (5%) of such user's floor area to be used for purposes of any Prohibited Uses, whichever is less. If a user at the Shopping Center uses less than five percent (5%) of such user's floor area for Prohibited Uses, such user shall be deemed not to be in direct competition with Tenant, and the provisions of this Article shall not prohibit such user from engaging in such Prohibited Uses.

11. Bedding Experts

Lessor agrees ... that Lessor will refrain from leasing any space in the Shopping Center to any ... tenant ... for the purpose of selling ... Sealy, Therapedic, Starnes & Foster and Berkshire brand mattresses, as primary items For purposes hereof, the sale of Sealy, Therapedic, Starnes & Foster and Berkshire brand mattresses as primary items shall mean that ... the greater of 20% or more of any ... tenant's gross sales consist of or 20% or more of the retail floor area of such ... tenant's premises ... is dedicated to the sale of such primary items.

12. Jenny Craig

ARTICLE XXXI. EXCLUSIVE: Lessor agrees that...Lessor will refrain from leasing any space in the Shopping Center to any...tenant...for the permitted purpose of operating a weight loss center premises in the Shopping Center;...

13. Einstein's

Restrictive Covenant. Landlord represents and warrants that ... no portion of the Shopping Center ... shall be sold, leased, used or occupied by any tenant or occupant engaged in the sale of bagels, bagel related products or deli sandwiches including, but not limited to, for a Bruegger's, Chesapeake Bagel, Bixby's, Manhattan Bagel, or Big City Bagel, or any other retailer providing similar products Notwithstanding the foregoing, other tenants or occupants in the Shopping Center shall have the right to sell bagels if (i) the sale of bagels by such tenant is incidental to another primary business of such tenant and (ii) such tenant's sale of bagels from the Shopping Center does not exceed the lesser of (x) 5% of such tenant's annual gross revenues derived from its business operations at the Shopping Center or (y) \$25,000 per calendar year.

14. Hollywood Video

5.4 Exclusivity. . Landlord agrees that. . Landlord will not lease any space in the Shopping Center to any. . tenant or occupant for. . the retail sale and/or rental of pre-recorded video cassettes, video cassette tapes, and video disks, entertainment software and video merchandise including the sale and/or rental of any such items which are recognized in the industry as a technological evolution of such items (hereinafter "Tenant's Exclusive Use"). . ."; provided, however,. . this exclusive shall specifically exclude any existing tenant or occupant of the Shopping Center or any successor, assignee or subtenant of any such tenant or occupant or any premises owned or leased (so long as such lease (including

renewal, extension or replacement) is in effect) by any such tenant or occupant of the Shopping Center it being agreed and acknowledged that Borders, Inc. (and any successor, assign or subtenant of Borders, Inc.) shall be considered an existing tenant or occupant of the Shopping Center for all purposes (and the premises to be owned or occupied by any of such parties shall not be subject to Tenant's Exclusive Use).

..

15. Hair Cuttery

ARTICLE XXXI. EXCLUSIVE: Lessor agrees that. . .Lessor will refrain from leasing any space in the building containing the Premises to any. . . tenant (other than Ulta 3 or a comparable tenant) for the. . . purpose of operating a hair salon or cutting business in the building containing the Premises. . .

16. H&R Block

ARTICLE XXI. EXCLUSIVE: Lessor agrees that. . . Lessor will refrain from leasing any space in the building containing the Premises to any . . . tenant whose principle business is operating a tax consulting business in the building containing the Premises.

17. Old Country Buffet

B. Tenant's Exclusive Right. . . . Tenant shall have the exclusive right to operate a buffet-style restaurant or cafeteria in the Shopping Center. . . . Landlord covenants and agrees not to lease any space in the Shopping Center to any other tenant whose primary business conducted in such space is the operation of a buffet style restaurant or cafeteria, nor shall Landlord permit or consent, either explicitly or implicitly, to the operation of a buffet-style restaurant or cafeteria in the Shopping Center. . .

