



MCCURDY REAL ESTATE & AUCTION

LOT 3 BLOCK 1 DERBY MARKETPLACE

EXCLUSIVES AND PROHIBITED USES

Operation and Easement Agreement

Tenant shall at all times operate the Leased Premises in full compliance with the terms and provisions of that certain Operation and Easement Agreement recorded as DOC.#/FLM-PG: 28909002, as amended.

ARTICLE V - OPERATION OF THE SHOPPING CENTER

5.1 Uses

5.1.1 The Shopping Center shall be used only for retail sales, offices, Restaurants or other permitted commercial purposes. "Business Office" shall mean an office which does not provide services directly to consumers; "Retail Office" shall mean an office which provides services directly to consumers, including but not limited to financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics. No more than ten percent (10%) of the total Floor Area on the Developer Tract may be used for Retail Office and/or Business Office purposes; provided, however, that office space used by an Occupant for administrative purposes, and which is not open to the general public, shall not be considered Retail Office or Business Office for the purpose of this limitation.

5.1.2 No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(A) Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any Building in the Shopping Center.

(B) An operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.

(C) Any "second hand" store, "surplus" store, or pawn shop.

(D) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.

(E) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any Building or, if on an Outparcel, screened from view.

(F) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

(G) Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located.

(H) Any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation. Notwithstanding the foregoing, an automobile leasing business, such as by way of example, Enterprise Rent-A-Car, not exceeding 4,000 square feet of Floor Area shall be permitted, provided that it is located at least 700 feet from the Building Area on the Target Tract and that the storage area for available cars is located to the rear of the Shopping Center at least 700 feet from the Building Area on the Target Tract.

(I) Any bowling alley or skating rink.

(J) Any movie theater or live performance theater.

(K) Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.

(L) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the forgoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the Building; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the Floor Area of the pet shop.

(M) Any mortuary or funeral home.

(N) Any establishment selling or exhibiting "obscene" material.

(O) Any establishment selling or exhibiting drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff.

(P) Any bar, tavern, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of the gross revenues of such business (or thirty-five percent (35%) of the gross revenue for Occupants located in Phase II of the Shopping Center; provided, however, those Occupants listed on Exhibit Hand located within Phase II may exceed the 35% of gross revenues restriction, but must not exceed 50% of gross revenues).

(Q) Any massage parlor or similar establishment.

(R) No health spa, fitness center or workout facility exceeding 3,500 square feet of Floor Area, and in no event shall any such operation on the Developer Tract be located within three hundred (300) feet of the Target Tract or the Dillon Tract (S) Any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall.

(T) Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an Occupant incidental to the conduct of its business at the Shopping Center.

(U) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the Occupant.

(V) No store, department or operation of any size selling or offering for sale any pharmaceutical drugs requiring the services of a licensed pharmacist ("Pharmacy") shall be permitted; provided, however one (1) Pharmacy shall be permitted on the Target Tract and one (1) Pharmacy shall be permitted on the Dillon Tract.

(W) Except as provided hereafter with respect to the Target Tract and Dillon Tract, no discount retailer of 100,000 square feet or more of Floor Area shall be allowed in the Shopping Center except with the consent of the owners of the Target Tract and Dillon Tract. Notwithstanding the above, Target and Dillon, or any affiliate thereof, may construct

and operate on their respective Tracts, their prototypical store, subject to all other provisions hereof.

5.1.4 No merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within the Common Area; provided, however, the foregoing prohibition shall not be applicable to:

(A) the storage of shopping carts on the Target Tract, the Dillon Tract and on the Developer Tract, more than 200 feet from the Target Tract, in cart corrals depicted on the Site Plan; provided the Occupants utilizing the cart corrals on the Developer Tract must have at least 25,000 square feet of Floor Area (except the Parties agree that Bed, Bath and Beyond and Michaels may utilize cart corrals so long as they maintain at least 15,000 square feet of Floor Area).

(B) the installation of an "ATM" banking facility within an exterior wall of any Building or on an Outparcel in Phase II;

(C) the seasonal display and sale of bedding plants on the sidewalk in front of any Building located on the Target Tract, or on the Dillon Tract (provided such displays are located within the Outside Sales Area as designated on the Site Plan);

(D) the placement of bicycle racks and landscaping planters on the sidewalk in front of any Building;

(E) the placement of spherical bollards on the sidewalk in front of any Building;

(F) temporary Shopping Center promotions, except that no promotional activities will be allowed in the Common Area without the prior written approval of the Approving Parties;

(G) any recycling center required by law, the location of which shall be subject to the approval of the Approving Parties;

(H) outdoor seating shown on the Site Plan or within a Building Area on an Outparcel as shown on the Site Plan ;

(I) any designated Outside Storage Area; or

(J) any designated Outside Sales Area; provided, however, with respect to any Outside Sales Area which is not included within a Building Area, such space may be used not more than three (3) times per calendar year, and the duration of such use shall be subject to the following limitations: during the period commencing on October 15th and ending on December 27th -- no limitation on the number of days of consecutive use; during the period commencing February 15th and ending on July 10th -- not more than one hundred twenty five (125) consecutive days of use; and, during any other period -- not more than thirty (30) consecutive days of use.

5.1.5 The following use and occupancy restrictions shall be applicable to the Developer Tract:

(A) No Restaurant shall be located thereon within three hundred (300) feet of the Building Area located on the Target Tract.

(B) No toy store exceeding five thousand (5,000) square feet of Floor Area shall be permitted.

(C) No pet shop shall be located thereon within three hundred (300) feet of the Building Area located on the Target Tract.

(D) No gas station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel shall be permitted without the consent of the owner of the Dillon Tract and the consent of the owner of the Target Tract; provided, however, if the owner of the Dillon Tract acquires Outparcel 2, Outparcel 2 may be used for a fuel center and/or convenience store including sales of gasoline and other petroleum products so long as Outparcel 2 is owned or operated by the Dillon Tract owner, any of its affiliate entities, any affiliate of Dillon's, or by an operator with not less than fifty locations operating similar facilities, and provided further, if Developer owns Outparcel 2, then a fuel station or convenience store, not to exceed 3,500 square feet of Floor Area shall be allowed.

(E) No facility shall be permitted within three (300) feet of the Target Tract that both sells and installs any lubricants, tires, batteries, transmissions, brake shoes or any other similar vehicle accessories.

(F) No liquor store offering the sale of alcoholic beverages for off-premises consumption within three hundred (300) feet of the Building Area on the Target Tract or the Dillon Tract shall be permitted, nor shall any liquor store offering the sale of alcoholic beverages for off-premises consumption exceeding 5,000 square feet of Floor Area be permitted.

(G) No freestanding convenience store shall be permitted within seven hundred (700) feet of the Building Area on the Target Tract.

(H) No retail store in excess of 25,000 square feet of Floor Area shall be permitted without Target's prior written approval; provided, however, that Target hereby approves the occupancy of a portion of the Developer Tract by a home improvement center of at least 45,000 square feet.

(I) No Restaurant use shall be allowed that requires personnel to wear a uniform that a reasonable person would consider to be sexually offensive (e.g., so-called hot pants, shorts not covering the entire buttocks, tight-fitting or otherwise revealing shirts, tank tops or halter tops).

(J) No portion of the Developer Tract shall be used for a food store or food department, or for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, provided that nothing herein shall prevent the sale of such products: (i) by a restaurant or food service business primarily for on-premises consumption; or (ii) as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller, and further provided that this restriction shall cease to be in force and effect if the Occupant of the storeroom situated on the Dillon Tract fails to conduct a business for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, for three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business on the Dillon Tract, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the Occupant.

Bath and Body Works (LBrands, Inc.) (Parcel 13)

Exclusive: (i) Landlord will not lease space in the Center under Landlord's ownership or control to any tenant whose primary use is the sale of bath and body care products or candles ("Tenant's Exclusive"), and (ii) Landlord agrees not to place any kiosk, RMU, display element, carts or other sales structures, planters, benches, additional landscaping, escalators or any advertising within the Common Areas located within 50 feet directly in front of the Premises extending into the parking areas, and (iii) Landlord will not lease space in the Center under Landlord's ownership or control to any user of any kiosks, RMU's, carts or other sales structures located within the 100 feet of the Premises for the primary use as the sale and/or bath and body care products or candles. For purposes hereof, a use shall be considered a "primary" use if the sale of such items exceeds 50% of such tenant's floor area.

Buffalo Wild Wings (Real Wing, Inc.) (SC+2)

Exclusive: Landlord agrees not to allow any other space in the Shopping Center to be used by a person or entity whose business is (i) a restaurant or bar with a sports theme or concept as a "Sports Bar" (as defined below) or (ii) a restaurant or bar which features chicken wings served with three (3) or more types of sauces, or serves them as an entree, and Landlord shall include a provision in future leases in the Shopping Center prohibiting the use of such leased space for the purposes described in this Section. A "Sports Bar" is defined as a restaurant or bar, which has more than five (5) televisions or any projection programming or broadcasting, or any screens that exceed 50" diagonal. Competing businesses prohibited from operating in the Shopping Center shall include, without limitation, Champps, Hooters, and Wing Stop. In no event shall this restrict the operation of a Chili's Bar & Grill, On the Border, Ruby Tuesday, Granite City, Outback, Or Longhorn Steakhouse as those restaurant concepts exist as of the Effective Date. This exclusivity provision shall not be applicable to the extent that any of the above prohibited uses are permitted under existing permitted use language, without further consent from Landlord, under an existing lease for another tenant of the Shopping Center.

Use Restriction (Outparcel 8): Landlord shall not enter into any lease agreement that permits a tenant to operate a restaurant on the Outparcel during the Term of this Lease, as long as Tenant continuously operates its business in the Premises. Notwithstanding the foregoing to the contrary, after the first sixty (60) months of the Initial Term of this Lease, Landlord may enter into a lease agreement that permits a tenant to operate a restaurant on the Outparcel, provided that (i) the leased premises does not exceed 1,550 square feet of leasable floor area, (ii) the leased premises is located in the northern endcap of the building in which the Premises is situated, (iii) the tenant does not operate a full-service, sit-down restaurant, and (iv) the gross sales of alcoholic beverages sold in said leased premises do not exceed 10% of the of the total gross sales of the restaurant and bar.

The Cato Corporation d/b/a Cato (Adjacent to Cato)

Restrictive: Lessor agrees that, during the term of this Lease, or any extension thereof, no space contiguous or adjacent to Cato shall be occupied by a pet shop or game room or business in which either is a part thereof, nor shall space within 100 feet of the Premises be occupied by non-retail establishments requiring extensive parking including, without limitation, a disco, night club,

amusement arcade, theatre, health spa, bowling alley, or a store featuring sexually explicit materials or products, or drug paraphernalia.

Chick-Fil-A (Outparcels 3, 8, 10)

Exclusive: No restaurant with drive-thru service with sales of chicken as a principal menu item. For purposes herein, a principal menu item shall be any item constituting in excess of twenty-five percent (25%) of the gross sales by any restaurant on a particular parcel, excluding existing occupants as of the date of this Restrictive Covenant, provided however, if the User has the right to prohibit any change in use by such existing occupants, User shall enforce the exclusive.

Chipotle (Outparcel 4 and Lot 6 (i.e. Parcel 14))

Landlord, its successors in title or assigns or their tenants shall not permit or suffer any business to engage in the sale of burritos, wraps, fajitas and/or tacos (the "Mexican Fare Use Restriction"); provided, however, the foregoing shall not prohibit any business from selling burritos, wraps, fajitas and/or tacos if (i) the sale of such items is incidental to and not the primary product line of such business and (ii) such business's annual sales of burritos, wraps, fajitas and/or tacos, in the aggregate, does not equal or exceed fifteen percent (15%) of such business's annual gross revenues derived from its business operations. The Mexican Fare Use Restriction shall remain in effect for so long as any part of Lot 4 of Derby Marketplace Third Addition is subject to a lease for use and operation of a "Chipotle" branded restaurant or any successor or assign of the "Chipotle" branded restaurant operated on Lot 4 offering a similar fare of prepared Mexican food.

Cox Communications Kansas, L.L.C. d/b/a Cox Wireless or Cox Solution Store (South ½ SC+2)

Exclusive: In no event shall Landlord allow another Tenant during the term of this Lease in the southern half of the Shopping Center whose primary operation is the same as Tenant's Primary Business (cable, internet, phone, satellite, etc., all as set forth and defined under the Permitted Use in Section 1(f) of this Lease, so long as Tenant is operating in the Shopping Center as a prototypical Cox Communications store. This exclusive shall not restrict any other tenant from using services of other providers. This exclusive shall specifically prohibit the primary operation of an AT&T Mobility, Cricket, T-Mobile, Verizon, US Cellular, and Sprint in the southern half of the development this exclusive shall not restrict the operation of a Tenant larger than six thousand (6,000) square feet of Leasable Floor Area in any fashion.

Section 1(f): The term "Tenant's Primary Business" shall mean (A) the retail sale and display of services and accessories related to cable television, Internet, home telephone and cellular telephone services, satellite, and the sale of consumer electronic products related to the aforementioned services, including but not limited to home networking devices, digital audio players, televisions, television receiving equipment, computers, cellular phones, and other accessories related to these products; (B) the demonstration of the foregoing services provided by Tenant and its affiliates; (C) a business office and pay station for Tenant's customers within the interior of the Premises, which is ancillary to, and in no way independent of, the foregoing uses; and (C) the provision of any ancillary services or the sale of any goods or products related to the foregoing uses.

Exclusive Area: Southern half of the Shopping Center

Crumbl Cookies (Outparcel 8)

Landlord will not lease space in the Center under Landlord's ownership or control to any tenant whose primary use is the retail sale of cookies.

Domino's Pizza (Gusto, LLC) (Outparcels 6-10 and within 500 ft of Premises)

Exclusive: During the Lease Term, Landlord shall not enter into a written agreement to lease or sell any space to any tenant (other than Tenant) or buyer within Outparcels 6-10 whose primary business is the sale of pizza for delivery to the customer. Primary business means greater than fifteen percent (15%) of annual gross sales.

Exclusive and Restrictive: No operation currently exists, and Landlord shall not permit, directly or indirectly, another pizza bakery, pizza delivery, carryout, or take & bakes store or restaurant that sells pizza for delivery, carryout or take & bake, or any adult bookstore, or adult theater to be operated within five hundred (500) feet of the leased premises in any building owned, leased or controlled by Landlord. As a guideline for determining what is an "adult bookstore", or "adult theatre", the parties agree that any commercial establishment that frequently shows or has a significant portion of its business in display, sale, rental, or viewing of publications, films, videos or other visual representations or reproductions that are characterized by an emphasis on the exposure, depiction, or description of certain specified anatomical areas or the conduct or simulation of certain specified sexual activities shall not be permitted as an Adjoining Use under this section.

Exclusive Area: Outparcels 6-10 + within 500 feet of Premises

Eric Fisher Salon d/b/a Eric Fisher Salon (Outparcel 8 and SC+2)

Exclusive: Landlord agrees that during the initial Term of the Lease and all exercised option periods, that (1) Tenant will have the exclusive right to provide hair salon services and retail sales of salon quality beauty products in the Outparcel in which Tenant is located, and (2) no more than three (3) total primary use hair salons will operate within the Shopping Center as a whole, including Outparcels, at any point in time during such period (the "Exclusivity Restriction"). Such Exclusivity Restriction shall not apply to beauty supply businesses (such as Sally Beauty, Glamour Secrets" or similar concepts, except that Beauty Brands is specifically prohibited under the Exclusivity Restriction), Occupants of at least ten thousand (10,000) square feet of Leasable Floor Area, Or at any time in which Tenant has "gone dark" or is in default under this Lease.

Exclusive Area: Outparcel 8 and Shopping Center

Famous Footwear (Brown Group, L.C.) (SC)

Exclusive/ Restrictive: (a) Landlord and Tenant agree that it is to the mutual benefit of both parties and the Shopping Center as a whole to establish and maintain a mixture of retail stores with a

balanced and diversified selection of merchandise, goods and services within the Shopping Center. Landlord covenants, warrants) and agrees that *it* has not and shall not) throughout the term hereof, lease space in the Shopping Center to another open-stock shoe store selling branded shoes and occupying more than three thousand five hundred (3,500) square feet (the "Exclusive Use") or to Shoe Carnival or Shoe Department. This covenant, warranty, and agreement shall run with the land and shall apply to the entire Shopping Center as set forth herein regardless of whether or not the ownership of all or any portion of the Shopping Center is transferred to another entity. Notwithstanding the foregoing, this Section 11 (a) shall not apply to (1) the Anchor Tenants' (as defined in Section 8 hereof) parcels, however, in the event such parcels return to Landlord's ownership or control this Section 11(a) shall apply to them, (2) any tenant that operates in the Shopping Center pursuant to a lease that was executed prior to the date of this Lease, provided that such lease permits such tenant to operate for the Exclusive Use without modifying or otherwise amending such lease and without requiring Landlord's consent or approval and further provided that such existing leases shall consist of and are limited to the following: Capitol Federal, Maurices, Sport Clips, Alltel, Hibbett Sporting Goods, Gain' Postal, In the Bag, Cold Stone Creamery, Eric Fisher Salon, EZ Money, Great Clips, Solutions Chiropractic, Specs Eyewear, Dressbarn, Petco, and Verizon, (3) DSW, (4) a Payless of 4,000 square feet or less, (5) tenants occupying more than ten thousand (10,000) contiguous square feet at the Shopping Center and selling shoes in less than twenty percent (20%) of its retail sales area, (6) a Stride Rite, (7) a Nine West, (8) any athletic shoe store so long as any such store occupies less than four thousand five hundred (4,500) square feet, or (9) a specialty shoe store. Notwithstanding anything to the contrary herein, in the event Landlord has the right to limit or prevent Anchor Tenant space from operating for the Exclusive Use or any Anchor Tenant space returns to Landlord's control, then this provision shall apply to such Anchor Tenant space(s).

(b) Landlord and Tenant agree that it is to the mutual benefit of both parties and the Shopping Center as a whole to establish and maintain a mixture of first-class retail stores in the Shopping Center. Landlord and Tenant covenant, warrant, and agree that it has not and shall not, throughout the term hereof lease space in the Shopping Center (excluding Target and Dillons) for nor permit any space in the Shopping Center (excluding Target and Dillons) to be used for any use to the extent that such use is prohibited as set forth on Schedule 1 hereto.

Five Below (Parcel 13 and Outparcel 8)

Exclusive: As of the date hereof and during the Term of this Lease, Landlord shall not lease, rent or occupy any space in the Restricted Area to be used principally for the sale of teen and pre-teen oriented variety and general merchandise at price points that are primarily \$10 and less (the "Exclusive Items"). The "Restricted Area" shall mean the Shopping Center and the area marked as Outparcel 8 on the Site Plan. For purposes hereof, a store shall be deemed to be operating for such purpose if it uses more than the lesser of (i) twenty percent (20%) of the sales space within its premises, or (ii) one thousand (1,000) square feet of space therefor for the sale of Exclusive Items. The provisions of this Section shall not be construed to prohibit (w) any existing tenant or its successors or assigns situated within the Shopping Center which has, as of the Effective Date, the right to handle and sell such items, from handling and selling those certain items, but only to the extent permitted in such tenants' lease and Landlord agrees not to amend any lease to permit additional rights for the sale of such items or, to the extent Landlord has the legal right to withhold

consent, otherwise consent to an assignment, otherwise consent to an assignment, sublease or similar transfer that would permit additional rights for the sale of such items; (x) a retailer of one (1) principal category of merchandise that devotes at least seventy-five percent (75%) of its sales floor area to the sale of one (1) principal category of merchandise such as an electronics store, book store, toy store, clothing store, pharmacy (to the extent it devotes 50% or more of its sales floor to the sale of medication), video store, convenience store (to the extent located on Outparcel 8), or health and beauty aids store; (y) applicable to a dollar store (a store which markets itself as selling all merchandise at price points of two dollars or less) such as Dollar Tree; or (z) any tenant occupying 20,000 square feet or more of contiguous space under one trade name from selling those items that such tenant normally and customarily sells in a majority of its other locations.

Prohibited Uses: As of the date hereof and during the Term of this Lease, Landlord shall not lease or occupy any space in the Shopping Center for any use if, and to the extent, such use is prohibited by the REA (including, without limitation, Section 5.1 of the REA), and Landlord shall not amend such prohibited uses of the REA without the prior consent of Tenant. In addition, of the date hereof and during the Term of this Lease, Landlord shall not lease or occupy any space in the Shopping Center for the following uses: (a) any health club or gymnasium permitted under the REA located adjacent to the Premises; (b) any laundromat dry cleaner permitted under the REA within 100 feet of any demising wall of the Premises; (c) any automobile leasing business which is permitted in the REA within 100 feet of any demising wall of the Premises; (d) pet store located adjacent to the Premises; (e) check cashing within 150 feet of any demising wall of the Premises, unless such use is incidental to a bank; (f) liquor store, provided that such use shall be allowed if not located adjacent to any demising wall of the Premises and so long as such use is a first-class user; (g) any Business Office, Retail Office or medical facility permitted under the REA within 50 feet of any demising wall of the Premises; (h) military recruitments centers located within 50 feet of any demising wall of the Premises; or (i) cash for gold or similar operations within 150 feet of any demising wall of the Premises, except in connection with first-class jewelry stores.

The provisions of this Section shall not be construed to prohibit any existing tenant or its successors or assigns situated within the Shopping Center which has, as of the Effective Date, the right to handle and sell such items, from handling and selling those certain items, but only to the extent permitted in such tenants' lease and Landlord agrees not to amend any lease to permit additional rights for the sale of such items or, to the extent Landlord has the legal right to withhold consent, otherwise consent to an assignment, otherwise consent to an assignment, sublease or similar transfer that would permit additional rights for the sale of such items.

Freddy's Frozen Custard (Derby Custard, LLC) (North ½ SC+2)

Exclusive: Subsequent to the execution hereof by Tenant, Landlord agrees during the Lease Term not to lease any space in the northern one-half of the Shopping Center (as shown on Exhibit "A" attached hereto) to an establishment which derives more than 20% of its gross revenues from the sale of ground beef patties or more than 15% of its gross revenues from the sale of steakburgers, or as a primary use serves ice cream, frozen custard, or yogurt treats for individual sale. This restriction shall specifically prohibit the following retailers in the northern one-half of the Shopping Center but not the southern one-half of the Shopping Center (as shown on Exhibit "A" attached hereto): Baskin Robbins, Cold Stone, TCBY, Dairy Queen, Marble Slab or similar ice

cream/frozen custard/yogurt shop. The restrictions shall not prohibit a Jamba Juice, Planet Smoothie, Starbucks, or similar juice/smoothie, coffee concept, or any concept serving ice cream/frozen custard/yogurt only as an incidental use from any portion of the Shopping Center. Landlord further agrees not to lease any portion of the out parcels or pad locations in front of the entire Shopping Center (northern or southern halves) during the Lease Term to the following: Culver's Frozen Custard, D.Q. Grill & Chill, Sonic, Five Guys Burger & Fries, Steak & Shake, Braum's, Spangle's, or any other concept using in its company name and/or "doing business as" name, the words, "Steak Burger," "Steakburger," or "Frozen Custard". Notwithstanding anything herein to the contrary, the restrictions set forth in this paragraph shall not apply to existing tenants, any space in excess of four thousand five hundred (4,500) square feet, or the Target or Dillon tracts (as labeled on Exhibit "A" attached hereto).

Exclusive Area: Northern half of Shopping Center

Gamestop, Inc. d/b/a Gamestop (SC+2)

Exclusive: Landlord represents and warrants that it shall not enter into an agreement (excluding tenants currently existing and tenants larger than 10,000 square feet), with any other occupant whose primary use is the sale of new or used video games and video game systems. Primary Use shall be defined as utilizing more than seventy-five (75) square feet of space as surface display area for the retail advertising or sale of said video games and/or video game systems. In no event shall this exclusive be interpreted to restrict the operation by a restaurant of video/ arcade machines, juke box/music, or DVD machines as an incidental part of their business (e.g., Buffalo Wild Wings, Check-E-Cheese, McDonalds, or similar restaurants).

Great Clips (Connect, Inc.) (SC+2)

Exclusive: Landlord shall not lease to or permit the operation of more than one of Tenant's direct competitors and more than one of Tenant's non-direct competitors in the Shopping Center. A direct competitor includes those hair cutting salons which primarily operate with no appointments and offer value priced haircuts, including, but not limited to SportsClips, SuperCuts, Costcutters, and Fantastic Sams. A non-direct competitor operates primarily on an appointment basis and typically offers haircuts for more than fifteen dollars (\$15.00). This clause applies only to the extent Landlord can exercise control over an occupant's change in use. Landlord shall not provide Landlord's consent, as may be required under the OEA or any other instrument affecting the Shopping Center, to a tenant's use of any portion of the Shopping Center not consistent with the terms of the Exclusive Use set forth above. In no event shall this clause restrict any tenant occupying five thousand (5,000) square feet or more.

H&R Block Enterprises, Inc. (Outparcel 3)

Exclusive: Landlord agrees that Landlord will not permit any individual, partnership or corporation ("Competing Business") other than Tenant which engages in any activities similar to Tenant's (including tax preparation, electronic filing or refund anticipation loans), to lease or occupy the Premises or any other space in the same structure (Outparcel 3) in which the Premises

are located during the term of this Lease. In no event shall this restrict any tenants in the building with leases existing as of the date of this Lease.

Exclusive Area: Outparcel 3

Hibbett Sporting Goods, Inc. (SC+2)

Exclusive: Landlord shall not Permit any other tenant or other user in the Center to conduct the Exclusive Use (defined below) either as its principal use or within an area exceeding the lesser of one thousand (1,000) square feet or more than twenty percent (20%) of such other tenant's respective premises ("Exclusive Covenant"). For purposes hereof, the Exclusive Use shall be defined as the retail sale of sporting goods, athletic apparel, athletic -shoes or sports fan licensed products. Notwithstanding the foregoing, Target, Dillon's, Famous Footwear, TJ Maxx, Ross, Payless and all existing leases as of the Effective Date shall be excepted from the Exclusive Covenant. Further, one family-oriented footwear retailer, such as Shoe Department or Shoe Carnival, shall also be excepted from the Exclusive Covenant provided such tenant is located on Parcel 14 or on an outparcel alongside Rock Road.

Restrictive: The Landlord shall not use or permit the use of any portion of the Center as any of the following: massage parlor, unless associated with a spa, medical tenant, Massage Envy or similar tenant; "adult book or video store" or similar business catering to pornographic interests; amusement center or game room (featuring, without limitation, pinball, electric and video game machines); bowling alley; tire, auto battery or auto parts retail location (where repairs are made in the Common Areas of the Center); skating rink; head shop; off-track betting facility; billiard parlor; automobile leasing facility; business operation generally referred to as a "flea market"; night club, unless ancillary to the primary use of as a restaurant; comedy club; country and western bar; teenage facility; dance hall; bingo parlor; or a close-out, thrift, good will or similar store such as "Big Lots", "Bud's" or "Odd Lots".

No office within 150 feet of Hibbetts

Hobby Lobby Stores, Inc. (Parcel 14 + Any Property owned by Derby Marketplace Four, LLC)

7. Landlord's Parcel Use. Subject to the Prohibited Uses (defined below), the Landlord's Parcel (and any other property within the Shopping Center later acquired by Landlord, but subject to the rights of any then-existing tenants of such later-acquired property) shall be used for the sole purpose of promoting and operating a retail shopping center comprised solely of (i) retail stores selling, at retail, merchandise normally carried in other quality shopping centers; (ii) financial institutions; (iii) service shops; (iv) professional offices (v) restaurants that derive not more than forty percent (40%) of their gross annual sales from the sale of alcoholic beverages (in each instance, a "Permitted Restaurant"); and (vi) parking areas.

7.2. Prohibited Uses. None of the following (collectively, the “**Prohibited Uses**”) shall be operated in the Landlord’s Parcel (to include any portion of Tract 6A later acquired by Landlord as set forth herein):

- (i) store selling liquor, beer, or wine, except that a Permitted Restaurant is permitted;
- (ii) bowling alley, billiard parlor, arcade, or other place of amusement or recreation, except that arcade games or gaming machines that are incidental to a Permitted Restaurant are permitted;
- (iii) second-hand store whose principal business is selling used merchandise such as Goodwill or Savers, except that a first-class consignment shop such as GameStop, Plato’s Closet, The Children’s Place and Play-it-Again Sports is permitted;
- (iv) pawn shop;
- (v) head shop or store selling marijuana;
- (vi) payday loan or check cashing provider, except that incidental check cashing shall be permitted for uses that are otherwise permitted in the Shopping Center, such as a bank or financial institution or a tax preparation business;
- (vii) child care center;
- (viii) funeral home or mortuary;
- (ix) school, church, or other place of worship, except that a skills development or tutoring services (such as Sylvans) shall be permitted;
- (x) flea market;
- (xi) tattoo parlor or body piercing establishment;
- (xii) theater;
- (xiii) adult video store and adult book store;
- (xiv) adult entertainment club;
- (xv) night club;
- (xvi) health club, exercise studio or spa;
- (xvii) massage parlor, except that a licensed and reputable therapeutic massage parlor such as Massage Envy is permitted;
- (xviii) place of betting, gambling, bingo, or other gaming;

- (xix) self service laundry facility;
- (xx) on-site dry cleaner;
- (xxi) hotel, motel, or other place of residence;
- (xxii) car wash, auto body shop, auto rental business, or junk yard, provided, however that this provision is not intended to prohibit an auto part retailer such as Napa Auto Parts, O'Reilly Auto Parts, AutoZone or Advance Auto;
- (xxiii) animal facility, provided, however, that this provision is not intended to prohibit a national pet store such as Petco or Petsmart;
- (xxiv) manufacturing operation; or
- (xxv) anything constituting a public or private nuisance under Kansas law.

7.3. Tenant's Exclusive. During the term of this Lease, Tenant shall have the exclusive right within the Landlord's Parcel and any property within the Shopping Center later acquired by Landlord (to include all property acquired by Landlord located in the Shopping Center, but subject to the rights of any then-existing tenants of such later-acquired property) to sell art supplies, craft supplies, fabrics, photo frames, frames, framed art, wall art, and wall decor (the "**Tenant's Exclusive**"). Notwithstanding the preceding sentence, other Landlord's Parcel tenants shall be permitted to sell items included in the Tenant's Exclusive, provided the combined total area in which such items are sold shall not exceed the lesser of: (i) ten percent (10%) of such tenant's floor space, measured from the center of the aisle; or (ii) five hundred (500) square feet of such tenant's floor space, measured from the center of the aisle.

In the Bag, Inc. (Lot 3 (2nd Add.))

No business with primary use of drop off and pick up laundry facility. No on-site cleaning equipment (washers, dryers, dry cleaning, etc.) or activity may be provided.

Jersey Mike's (Outparcel 8)

Provided Tenant is continuously operating for the Permitted Use and is not in default under the Lease beyond any applicable notice and cure period, Landlord will not lease space in the Center to any tenant whose primary use is the sale of submarine or deli-style sandwiches for either on or off-site consumption.

LV Nail & Spa (Dai- Phong NGOX Tran and Ai Quynh Huu Tran) (South ½ of SC)

Exclusive: While Tenant's Lease is in effect, Landlord shall not lease space to any other tenant in the building, or the southern half of the Shopping Center, whose primary business is similar to that set forth in the Tenant's Permitted Use provision above. Tenant's Exclusive Use rights are not applicable to tenant's with written leases as of the Effective Date and shall not be applicable to the

portions of the Shopping Center owned by either Target or Dillons. If Tenant closes for business for a period of sixty (60) days, this Exclusive Use shall no longer be in effect.

Permitted Use: Nail Salon and incidental sales of related items.

Exclusive Area: Southern half of Shopping Center or Building

Mattress Hub (TMH N LLC) (SC)

Exclusive: ~~During the Lease Term, Landlord shall not enter into a written agreement to lease or sell any space to any tenant (other than Tenant) or buyer whose primary business is the sale of mattresses. Primary business means greater than sixty percent (60%) of annual gross sales. In no event shall this exclusive apply to any existing leases unless Landlord has the right to deny a change in use, nor shall this exclusive prohibit full line furniture stores from selling mattresses provided the primary business is not sale of mattresses.~~

Maurices Incorporated d/b/a Maurices (SC+2+)

Use Restriction:

1. The Shopping Center shall be used only for retail sales, Retail Offices, Business Offices (but no Business Offices are allowed on Parcel 13) restaurants (however Landlord agrees that no restaurant will be adjacent to Premises) or other permitted commercial purposes. "Business Office" shall mean an office which does not provide services directly to consumers; "Retail Office" shall mean an office which provides services directly to consumers, including but not limited to financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics. No occupant may use space for operation or conduct of Business Office or Retail Office purposes without Landlord's consent; provided, however, that office space not open to the general public and used by an occupant for administrative purposes shall not be considered Retail Office or Business Office for the purpose of this limitation.
2. In addition, Landlord shall not use, lease, sell or otherwise permit any space immediately adjacent to the Premises to be used in whole or in part by any pet store or pet supply store or for boarding, grooming or training of animals or other similar type establishments.
3. No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted except with express written consent of Landlord:

An operation primarily used as a storage/warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.

Any "second hand" store, "surplus" store, or pawn shop, provided sales of used goods such as cd's, dvd's, or electronic games may be permitted as incidental to sales of new goods.

Any labor camp, junkyard, or stockyard.

Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building.

Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located.

Any automobile, truck, trailer or recreational vehicle sales, leasing, display or repair operation.

Any bowling alley or skating rink.

Any movie theater or live performance theater.

Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms, mobile home park, or trailer court.

Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the forgoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited.

Any mortuary or funeral home.

Any establishment selling or exhibiting "obscene" material or for any immoral or illegal purpose or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff.

Any establishment selling or exhibiting drug-related paraphernalia.

Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of the gross revenues of such business.

Any massage parlor or similar establishment.

Any health spa, fitness center or workout facility exceeding 3,500 square feet of floor area.

Any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall.

Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center.

Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant.

Any business that requires personnel to wear a uniform that a reasonable person would consider to be sexually offensive (e.g., so-called hot pants, shorts not covering the entire buttocks, tight-fitting or otherwise revealing shirts, tank tops, or halter tops).

Any restaurant or food service use for consumption upon or within the premises or which requires preparation of food on or within the premises except in approved locations.

Any facility that both sells and installs any lubricants, tires, batteries, transmissions, brake shoes, or any other similar vehicle accessories.

Any liquor store offering the sale of alcoholic beverages for off-premises consumption.

Olive Garden (GMRI, Inc.) (SC)

Exclusive: So long as the business on the GMRI Parcel is open and operating as a full-service, sit-down restaurant that specializes in Italian food (initially under the “Olive Garden” name and concept), (a) no portion of the Shopping Center may be used as a full-service, sit-down restaurant featuring Italian food, including without limitation, Johnny Carino’s, Carrabba’s, Macaroni Grill, and (b) no portion of Outparcel 4 may be used as a restaurant of any kind featuring Italian food. “Featuring” for purposes of this provision, means that Italian dishes make up thirty percent (30%) or more of such restaurant’s entrée menu items. The time period prior to GMRI opening for business and temporary closures for remodeling, casualty or condemnation shall not be deemed a failure of the business on the GMRI Parcel to be open and operating for purposes of this provision (Provided restoration and repair efforts are diligently commenced and completed). In no event shall the foregoing restrictions prohibit a restaurant that primarily serves pizza (e.g. Pizza Hut, Pizza Hut Bistro, Chuck E Cheese, Cici’s, Godfathers).

Outparcel 4 Restrictions: So long as the business on the GMRI Parcel is open and operating as a full-service, sit-down restaurant, no portion of Outparcel 4 may be used as a full-service sit-down restaurant. No more than 4,200 square feet of leasable floor area in the building constructed (or to be constructed) on Outparcel 4 shall be used for restaurant use (limited to fast food, fast casual or counter-service). In no event shall any building constructed (or to be constructed) on Outparcel 4 exceed 6,500 square feet (measured from the outside edge of each exterior wall). Outparcel 4 shall contain at least (i) 10 parking spaces per 1,000 square feet of floor area being used as a restaurant, and (ii) 5 parking spaces per 1,000 square feet of floor area for retail and office.

Panda Express (Lots 1, 3, 5, and 7 (2nd Add.), Lots 4B, 5B and 6 (3rd Add.))

Exclusive: Seller shall not allow any real property leased or owned by Seller (including any parent, subsidiary or affiliated entity or agent) within the Restricted Area to be used for the sale of Asian Food. The term "Asian Food" includes, without limitation, Chinese, Japanese (including sushi), Vietnamese, Thai, Hawaiian, Mongolian, Cajun, Indian and Korean foods, food cooked in a wok, food generally recognized as Chinese food and soy sauce-based food.

Panera Bread (Lot 3 (2nd Add.))

No restaurant or food service vendor that derives more than forty percent (40%) of their gross revenues from sales of bakery items, including bagels shall be permitted. This restriction shall not apply to sit-down restaurants providing table service.

Papa Murphy's Company Stores, Inc. b/d/a Papa Murphy's Take 'N' Bake Pizza (SC)

Exclusive: Landlord agrees that no other tenant within the Shopping Center except for a grocery store (currently Dillon's Marketplace and Target Parcels), will be allowed to operate under the use of a take and bake pizza shop (the "Exclusive Use"). Landlord shall not allow any future tenant or occupant to operate a "take and bake pizza" business excluding existing spaces under lease or occupancy agreements under which Landlord does not have the right to deny or prevent such business.

Petco Animal Supplies Stores, Inc. (SC+2)

Exclusive: Landlord covenants and agrees that during the term of this Lease, Tenant shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet training, and veterinary services in the Shopping Center or any property adjacent (including public streets) to the Shopping Center owned, managed and/or controlled by Landlord or any affiliate of Landlord except for incidental sales as of the date of this Lease neither Landlord nor any affiliate owns, manages or controls property within one (1) mile of the Shopping Center (other than the storm water detention land serving the Shopping Center). Incidental sales shall mean the sale or display for sale of such items or services not as the primary use of the competing tenant and taking up no more than: five hundred (500) square feet of floor area. This covenant shall run with the land on which the Shopping Center is located so long as the Premises are used as a pet food and supply store, but shall not apply to either the Target or Dillons Tracts or existing leases as of the date hereof to the extent such leases allow for a use inconsistent with the terms hereof. Landlord agrees not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, unless

prevented by the terms of any lease then currently in force and effect, for any competing tenant, sub-tenant, assignee or user.

Restrictive: Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is and will remain substantially retail in character and, further, except with Tenants permission, which Tenant may choose to give or deny in its sole and absolute discretion: (i) no adult book or adult video store, meeting hall, school or other place of public assembly, theater, telemarketing or call center, massage parlor, video game arcade, car wash or car repair, car rental agency (except a car rental agency shall be permitted on an outlot/outparcel provided that all cars are kept on such outlot/outparcel or offsite), gymnasium or dance or Bingo hall or similar games of chance will be permitted in the Shopping Center, (ii) no health fitness club exceeding three thousand five hundred (3,500) square feet shall be permitted in the Shopping Center, (iii) no bar/lounge (unless within a full service restaurant having at least fifty percent (50%) of food sales) shall be located within four hundred (400) linear feet of the Premises unless on an outlot/outparcel which self parks at a 10:1 ratio; (iv) no preschool/daycare, auditorium/meeting facility, bowling alley or skating rink shall be located within eight hundred (800) linear feet from the Premises; and (v) no night club, health/fitness club (regardless of size), bookstore, office (which office is greater than one thousand (1,000) square feet) or restaurant shall be located within one hundred seventy-five (175) feet of the front door of the Premises. The above provisions shall not prohibit a first class provider of massage services (for example Massage Envy) or massage offered by a medical facility.

Ross Dress for Less

Without the prior written consent of Tenant, which consent may be withheld in the absolute and sole discretion of Tenant, no tenant or occupant of Landlord's Parcel (other than Tenant) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or occupant of Landlord's Parcel to use its premises for the Off Price Sale (as hereinafter defined) of merchandise. For purposes of this paragraph, "Off Price Sale" shall mean the retail sale of merchandise on an every day basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's every day price. (As of the Effective Date, examples of Off Price Sale retailers include such retailers as T.J. Maxx, Marshalls, Fallas Paredes, Nordstrom Rack, Factory 2U, Burlington Coat, Steinmart, Filene's Basement and Beall's Outlet.)

(i) Prohibited Uses (Parcel 14)

(1) **Retail Use.** Tenant has entered into this Lease in reliance upon representations by Landlord that Landlord's Parcel is and shall remain retail in character, and, further, no part of Landlord's Parcel shall be used or permitted to be used for office or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," mortuary, gymnasium, veterinary services or pet vaccination clinic or overnight stay pet facilities, health club, dance hall, billiard or pool hall, massage parlor, video game arcade facility, bowling alley, skating rink, facility for the sale, display, leasing or repair of motor vehicles, night club, the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which ten percent (10%) or more of the inventory is not available for sale or rental to children under the age of eighteen), a restaurant, or any use (excluding

Dillon's) which requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with either the REA or governmental regulations, whichever has a higher parking requirement (referred to as a "High Intensity Parking User"). The foregoing use restrictions are referred to herein as the "Ross Prohibited Uses."

(2) Exceptions. Notwithstanding the foregoing, the following retail uses shall be allowed as follows:

Retail Service Offices. "Retail Service Offices," which are defined as offices that are typically found in shopping centers that provide services directly to the public such as real estate agencies, title companies, professional and medical offices, insurance brokers, tax preparers, financial services, or travel agencies, provided that (A) no single retail service office shall exceed five thousand (5,000) square feet of Leasable Floor Area, (B) Landlord's Parcel complies with the REA as it pertains to such use, and (C) any such use shall not be located within one hundred (100) feet from the front and side perimeter walls of the Store, and (D) the total aggregate Leasable Floor Area permitted for such use shall not exceed ten percent (10%) of the Leasable Floor Area of Landlord's Parcel;

Tutoring or Learning Center. A tutoring or learning center similar to Sylvan Learning Center shall be permitted (and shall not be considered a school), provided that (A) no more than three thousand (3,000) square feet of Leasable Floor Area may be devoted to such use, and (B) any such use shall not be located within one hundred (100) feet of the front and side perimeter walls of the Store;

Therapeutic Massage Services. A nationally recognized retail provider of therapeutic massage services, such as Massage Envy shall be permitted provided that (A) no more than four thousand (4,000) square feet of Leasable Floor Area may be devoted to such use, and (B) any such use shall not be located within one hundred (100) feet of the front the front and side perimeter walls of the Store;

Veterinary Services/Overnight Pet Boarding. Veterinary services, pet vaccination clinics and/or overnight-stay pet facilities shall be permitted provided that (A) such use is incidental to the operation of a national or regional pet store retailer and (B) such pet store retailer is not located within one hundred fifty (150) feet of the front and side perimeter walls of the Store;

Arcades. Video game arcade facilities shall be permitted provided that such use is ancillary to a restaurant use (such as Chuck E. Cheese or similar concepts) which is otherwise permitted;

Restaurant. One (1) restaurant devoted to sandwich sales (such as a Subway) shall be permitted, provided that such restaurant is not located within one hundred (100) feet from the side perimeter walls of the Store and is no more than two thousand four hundred (2,400) square feet of Leasable Floor Area. One (1) full-service, sit-down restaurant shall be permitted, provided that such restaurant is not located within one hundred fifty (150) feet of the side perimeter wall of the Store and is no more than five thousand (5,000) square feet of Leasable Floor Area.

Additional Restrictions:

No tenant on Landlord's Parcel shall be permitted to deviate from the REA height restrictions without Landlord's prior written consent, which may be withheld in its sole discretion. [2, "Site Plan"]

No change, alteration, deletion, or addition (including, but not limited to, landscaped areas, benches, seating, trash cans, light poles, directional signage or other structures or obstructions) that materially and adversely affect parking or visibility of the Store or Tenant's Signs (collectively, "Obstructions") shall be made to the Control Area on the Site Plan nor shall any change in the location of a front wall of any premises in any Inline Building on Landlord's Parcel be made without the prior written consent of Tenant, which consent may be granted or denied in Tenant's sole and absolute discretion. [3.6.1]

No change or alteration or addition (including, but not limited to, the addition of any Obstructions) shall be made in the Common Areas of the Shopping Center outside of the Control Area (to the extent Landlord has the legal ability to control such changes or alterations) which materially and adversely affects any one or more of the following, without the prior written consent of Tenant (which consent shall not be unreasonably withheld by Tenant if the change is not materially adverse to Tenant): (a) the configuration of the Common Areas; (b) methods of ingress and egress, direction of traffic, lighting, parking, or curbing in the Common Areas; or (c) visibility of the Store or of any of Tenant's Signs. [3.6.2]

No tenant or occupant of Landlord's Parcel and/or any other person/entity shall use the Common Areas within Landlord's Parcel for sales areas, whether or not temporary or permanent, nor for any parking of vehicles such as rental vehicles or delivery trucks whereby such vehicles are stored, displayed or provided to customers in the Common Areas within Landlord's Parcel. [3.6.2]

Landlord shall maintain appropriate and enforceable non-solicitation policies with respect to the Common Areas within Landlord's Parcel. [3.6.2]

No construction of any building, or remodeling of any building in Landlord's Parcel located between the Ross Store and the roads which the Ross Store faces may occur except within the Building Envelopes and shall be limited in size to the Leasable Floor Area as designated on the Site Plan. [3.6.3]

No landscaping, structures or other improvements shall be installed or permitted in the Shopping Center which interfere with or obstruct the visibility of the Ross Store or any of the Ross Store's Signs. [24.5]

Sally Beauty Supply, LLC d/b/a Sally Beauty Supply (SC+2)

Exclusive: So long as Lessee is operating a Sally Beauty Supply Store in the Shopping Center, Lessor shall not operate or lease or permit to be leased or operated in the Shopping Center any

other store for the principal use of a beauty supply store. The incidental sale of beauty items in connection with the overall business of another operator or tenant shall not be deemed a violation hereof. As used herein, "Incidental Sale" shall mean that beauty products do not exceed twenty percent (20%) of gross sales. The above restrictions will not apply to existing leases for the Shopping Center, tenants occupying over 5,000 square feet, and Great Clips, Sport Clips, Eric Fisher Salon, Lilian's Nail Boutique, LV Nail & Spa or At The Beach who may sell beauty supplies in an area of their tenancy not exceeding 5% of their GLA.

Restrictive: Lessor covenants and agrees, that during the term of this Lease and any extended terms hereof, it shall not Lease, directly or indirectly, any portion of the Shopping Center within twenty-five feet of the Premises to other tenants for the purpose of a pet shop that sells pets as opposed to a pet supply store; a veterinary hospital; animal raising facility; amusement arcade; adult book store; movie theater; print shop; and any central laundry, dry cleaning plant, or laundry mat, provided, however, this prohibition shall not be applicable to an on-site service oriented to pick up and delivery by the ultimate consumer, including nominal supporting facilities, as the same may be found in retail shopping districts in the metropolitan area where the Shopping Center is located.

Sew So Good (Outparcel 10)

Landlord will not lease space in the Center under Landlord's ownership or control to any tenant whose primary use (meaning 50% or more of gross revenue) is a clothing alteration shop.

Sports Clips (R.M. Ventures, L.L.C.) (South ½ SC+D+T+2)

Exclusive: Landlord shall not lease space in the same phase of the Shopping Center in which Tenant's Premises is located to more than one (1) other hair cutting retailer having less than 3,000 square feet.

Exclusive Area: Within the same phase (South ½ SC)

Starbuck Corporation d/b/a Starbucks (SC)

Exclusive: Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property (Outparcel 9) for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee and/or (e) blended beverages, Notwithstanding the foregoing sentence, other tenants may sell non-gourmet, nonbrand identified brewed coffee or brewed tea, and Chipotle Mexican Grill shall be able to conduct its standard operations" For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding, For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name, If Landlord or an offending party contests Tenant's claim of such exclusive sales violation, Tenant shall be entitled, with Landlord's full assistance, to audit the alleged offender's sales records for a full accounting of any such violations in order to make a proper determination, but only so long as Landlord has the right to receive such offender's sales records under its lease.

The following additional provisions shall apply with respect to all other tenants at the Shopping Center other than those on the Property ("Shopping Center Tenants"):

(a) Any Shopping Center lease which predates the date of this Lease (which existing tenants, with a statement of their permitted use clauses, are set forth on Exhibit I attached hereto and by this reference incorporated herein) and any permitted assignees or successors thereto shall not be subject to Tenant's exclusive use restriction set forth herein, if and to the extent that any such existing Shopping Center lease permits sale of any of Tenant's exclusive use items; provided, however, that with respect to the tenants set forth on Exhibit I, Landlord agrees that to the extent Landlord has reasonable control over any such tenant's use and changes in use, Landlord shall exercise such control to enforce and protect Tenant's exclusive use rights described herein.

(b) Any future leases or sales shall not be subject to Tenant's exclusive use restriction set forth herein provided that such future Shopping Center Tenants do not derive more than twenty five percent (25%) of their annualized cumulative sales from the Shopping Center from gourmet and brand identified coffee, tea and coffee or tea blended beverages. Prohibited Shopping Center Tenants under the preceding sentence would include, but are not limited to, Dunkin Donuts, Caribou Coffee and Scooters Coffee.

(c) Anchor Shopping Center Tenants occupying at least thirteen thousand five hundred (13,500) contiguous square feet and full-line grocery store tenants occupying at least ten thousand (10,000) contiguous square feet shall be permitted to sell whole or ground coffee beans, tea and blended beverages so long as any such anchor or grocery store tenant at all times occupies and operates out of the foregoing minimum square footage under a single trade name, does not have a separate entrance or exterior signage for the sale of Tenant's exclusive items, or otherwise advertises, in a manner visible from the exterior of such tenant's space, the sale of Tenant's exclusive items. Tenant acknowledges that in no event shall Tenant's exclusive use rights restrict the ROSS, Marshall's, Michael's, Bed Bath & Beyond, Olive Garden, Panda Express, Chick-fil-A, Target or Dillon's Marketplace parcels or operations.

(d) Full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell blended beverages, brewed coffee or tea and hot espresso drinks for on-premises consumption only.

(e) Tenant's exclusive shall not apply to occupants primarily marketing ice cream, yogurt, frozen custard, or similar cream, milk or related products.

Exclusions to Exclusive:

Property
Chipotle

Shopping Center
At the Beach, Inc. - Tanning Facility and sales of related merchandise
Real Wing, Inc.

A restaurant with a bar and incidental and related uses, or any general retail use not in violation of the

Center OEA or
Capitol Federal Savings Bank
Lindstrom Enterprises Inc., d/b/a Cartridge World
The Cato Corporation
Cherry Berry of Derby, LLC
Christopher & Banks, Inc.
Cox Communications Kansas, L.L.C.
Gusto, LLC
The Dress Barn, Inc.
Eric Fisher Salon
Brown Group Retail, Inc.
Derby Custard, LLC d/b/a Freddy's Frozen Custard
Gamestop, Inc.
General Nutrition Corporation d/b/a GNC
Connect, Inc.
H&R Block Enterprises, Inc.
Hibbett Sporting Goods, Inc.
In The Bag, Inc.
Lilian's Nail Boutique, L.L.C.
Dai-Phong NGOC Tran and Ai Quynh Huu Tran
Mattress Hub
Maurices Incorporated
Papa Murphy's Company Stores, Inc.
Petco Animal Supplies Stores, Inc.
Rue21, Inc.
Sally Beauty Supply LLC
Specs Wichita, LLC
R&M Ventures, L.L.C.
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

TJ Maxx (4A applies to Lot 3 (4th Add.); 4B applies to Lots 2, 4 and 7 (2nd Add.), Lot 3 (3rd and 4th Add.))

4(A). Landlord agrees that Landlord's Parcel (and any other portion of the Shopping Center with respect to which Landlord obtains fee ownership, a ground lessee's interest or similar control) shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, financial services and tax services, not being deemed non-retail), provided, that medical offices containing not more than ten thousand (10,000) square feet of floor area in Landlord's Parcel (and any other portion of the Shopping Center with respect to which Landlord obtains fee ownership, a ground lessee's interest or similar control) shall not be deemed to violate this clause (a), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (provided, that the service of beer, wine or other alcoholic beverages as an incidental part of the operation of a restaurant that is not otherwise prohibited hereunder shall not be deemed a bar so long as the sale of beer, wine and other alcoholic beverages comprises not

more than forty percent (40%) of the gross sales of such restaurant), nightclub, discotheque, amusement gallery (provided, that this clause (b) shall not be deemed to prohibit incidental arcade or gaming machines in connection with the operation of a restaurant not otherwise prohibited under this Paragraph (not more than three (3) such machines per restaurant)), poolroom, health club (provided, that this clause (b) shall not be deemed to prohibit one (1) health club (such as LA Fitness) located not less than one hundred (100) feet away from the nearest demising wall of the Demised Premises), massage parlor (provided, that this clause (b) shall not be deemed to prohibit one (1) national brand day spa similar to Massage Envy, located not less than one hundred (100) feet away from the nearest demising wall of the Demised Premises), sporting event, sports or game facility, off-track betting club, or (c) for any establishment which sells or displays pornographic materials or (d) for any establishment which sells or dispenses marijuana or (e) for any establishment which sells or displays used merchandise or second hand goods, provided, that consignment stores similar in quality to Plato's Closet or The Children's Place shall be permitted. No restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located within one hundred (100) feet of the Demised Premises. (Collectively the uses described herein are referred to as the "**Prohibited Uses**".)

4(B). Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in Landlord's Parcel (and any other portion of the Shopping Center with respect to which Landlord obtains fee ownership, a ground lessee's interest or similar control) shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) twelve thousand (12,000) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as a "**Competing Use**" and the merchandise referred to therein as the "**Protected Merchandise**"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise. The limitation on sales of furniture set forth in clause (iii) above shall not apply to the operation of one (1) full-line furniture store. The provisions of this Paragraph 4(B) shall not apply to the operation of any department store or discount department store containing more than eighty thousand (80,000) square feet of floor area or more. The provisions of clauses (i) and (ii) of this Paragraph 4(B) shall not apply to the operation of any retail store selling primarily sporting goods such as Dick's Sporting Goods or Sports Academy, as such retail stores are operated as of the date hereof. The provisions of clause (iii) of this Paragraph 4(B) shall not apply to the operation of a Hobby Lobby or Michael's. The provisions of this Paragraph 4(B) shall not apply to Petco, and its permitted subtenants and assignees under the lease of premises labeled "Petco" upon the Lease Plan existing as of the date hereof.

UBreakIFix (We Fix It, LLC) – (Outparcel 4B)

Exclusive: Landlord will not lease space in the Center under Landlord's ownership or control to any tenant whose Primary Use is the repair of electronics. "Primary Use" is defined as more than 50% of sales floor area devoted to such use. The foregoing restriction shall not apply to: (a) any existing tenants or users in the Center or their successors or assigns, or (b) any tenant or user occupying 4,000 square feet or more.

Ulta

Landlord shall not enter into any leases or use agreements permitting any tenant or other user the right to conduct any portion of Tenant's Protected Uses in the Shopping Center ("**Tenant's Exclusive**"). Notwithstanding the foregoing, Tenant's Exclusive shall not apply to uses associated with (b) any national or regional retail tenant operating in excess of nineteen thousand (19,000) square feet in the Shopping Center, provided that (i) such tenant conducts Tenant's Protected Uses as a part of its normal business operations but not as its primary use, and (ii) Tenant is not subject to such tenant's exclusive or prohibited use rights at the Shopping Center; or (c) incidental sales (i.e., not more than five hundred (500) square feet of an occupant's total premises is used for the conduct of any portion of Tenant's Protected Uses).

The Shopping Center shall be devoted to retail and commercial uses consistent with other shopping centers in Derby, Kansas, and the parking and the other common facilities shall not be burdened by either excessive or protracted use. The Restricted Uses shall be prohibited or restricted throughout the Shopping Center.

"Tenant's Protected Uses" shall mean (i) the retail sale of cosmetics, fragrances, health and beauty products and accessories, hair care products and accessories; personal care appliances; skin care products, and body care products; and (ii) the operation of a full service beauty salon. The term "full service beauty salon" for purposes of this Section shall be defined as the offering of any of or a combination of the following services: hair care (including cutting, styling, hair treatments, highlighting, tinting, coloring, texturizing, smoothing and hair extensions); facials; esthetician services; skin care services (skin treatments for face and body); beauty treatments/services; hair removal (including waxing, threading and tweezing for face and body); eye lash extension services; nail services; and therapeutic massage.

"Use Restrictions" shall mean: a public nuisance; any use causing loud noises or offensive odors (including any business using exterior loud speakers); any use that produces noise or vibrations that can be heard or felt in the common areas or the Premises; manufacturing facility; dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location or non-toxic cleaners); automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks (except an auto parts store, such as AutoZone, Advance Auto or O'Reilly, shall be permitted); massage parlor (except a national day spa, such as Massage Envy or Massage Heights, shall be permitted); adult book shop or adult movie house; mortuary or funeral

parlor; coin operated laundry; cocktail lounge, bar or tavern or sale of alcoholic beverages, whether or not packaged, except in conjunction with a restaurant; night club; bowling alley; skating rink; carnival; game arcade (except games may be included as part of the operation of a restaurant); swimming pool or hot tub (except a store selling pool supplies, such as Leslie's Pool Supplies, shall be permitted, and a facility offering swim lessons, such as Aqua Tots, shall be permitted); gym, health club or exercise facility (except a gym or fitness center not exceeding 5,000 square feet shall be permitted); church; hotels, motels or other lodging; the cultivation, sale or dispensing of marijuana except by a licensed pharmacist; the sale or display of merchandise on the sidewalk (except for first class Shopping Center sidewalk sales on the sidewalk directly in front of the retailer's storefront, provided that they do not interfere with access to or visibility of the Premises or Tenant's storefront or signs); a school of any nature (including a beauty school, barber's college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers) (except a facility offering swim lessons, such as Aqua Tots, shall be permitted)

Ultra Modern Pool & Patio, Inc. (Lot 7, Block 1)

Landlord will not lease space in the Center under Landlord's ownership or control to any tenant whose primary use is a pool and patio supply store or retailer ("Tenant's Exclusive"). For purposes hereof, the term "primary" means that more than 50% of such tenant's or user's floor area is devoted to such purposes.

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (North ½ of SC+2)

Exclusive: Landlord agrees that it will not, during the Term of the Lease (as it may be extended) sell any parcel or pad within the northern one-half (1/2) of the Shopping Center to a Competitor as hereinafter defined or permit any use of such parcel or pad by a Competitor, lease any space in the northern one-half (1/2) of the Shopping Center to any other tenant, or consent to a sublease or an assignment to any other person or entity ("Competitor") whose business includes the retail sale of wireless telephone equipment, pagers, communication service activations, and/or other two-way radio telecommunication products and services ("Exclusive Use"). The Exclusive Use shall not apply to or restrict any existing tenants as listed on Exhibit G attached hereto, any tenant that occupies space in excess of ten thousand (10,000) RSF, the Target Parcel, the Dillon's Parcel, or any space in the southern one-half (1/2) of the Shopping Center. Tenant acknowledges other tenants have the right to install communication equipment in the Shopping Center, provided such installation does not violate provisions of this Article 34.

Wichita Dove (Lot 4B, 5 and Part Lot 7, Block 1)

Exclusive: Landlord shall not allow any real property in the restricted area to be used for the operation of a sit down restaurant featuring the sale of breakfast style food and quick serve restaurants featuring tacos, burritos and/or Mexican style food. By way of example and not limitation, uses that would violate this exclusive right include Jimmy's Egg, The Good Egg, First Watch, Huddle House, Mimi's Café, Village Inn, Perkins, Denny's, Taco Shop, Taco Bueno, Taco Tico, Fuzzy's Taco, and Taco Bell.

Schedule 1

Use Restrictions

A. General Occupancy Guidelines

1. Neither sidewalks, walkways, drives, parking areas nor hallways shall be obstructed, encumbered, or used to display, store or replace any merchandise, trash, equipment or devices except with express written consent of Landlord.
2. No showcases, sales tables, merchandise displays, signs or other articles shall be put in front of or affixed to any part of the exterior of an occupant's premises without the prior written consent of Landlord. No awnings or other projections shall be attached to, and no sign, signal, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any occupant on any part of the outside walls of an occupant's premises without the prior written consent of the Landlord.
3. No curtains, blinds, shades or screens shall be attached to or hung in or used in connection with, any window or door of the premises, without the prior written consent of the Landlord. The sashes, sash doors, skylights, windows and doors of any premises shall not be covered or obstructed by any occupant, nor shall any bottles, parcels or other articles be placed on the window sills unless authorized by Landlord for special sales events. In the event of the violation of the foregoing by any occupant, Landlord may remove same without any liability and may charge the expense incurred by such removal to the occupant violating this rule.
4. No occupant shall utilize any backlit lighting for any awnings of canopies.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the occupant who, or whose servants, employees, agents, visitors, or licensees, shall have caused the same.
6. No occupant shall mark, paint, drill into, or in any way deface any part of the exterior walls or roof of the premises or the Shopping Center of which they form a part without the prior written consent of Landlord.
7. No occupant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the premises.
8. No occupant shall make or permit to be made any unseemly or disturbing noises or disturb or interfere with neighboring occupants, buildings, or premises or those having business with them, whether by the use of any musical instrument, amplified sound, unmusical noise, whistling, singing, or in any other way. No occupant shall project sounds to the outside of their premises without the consent of Landlord and then only in approved areas.
9. No occupant, nor any servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the premises any inflammable, combustible, explosive, or hazardous fluids, chemicals, or substances except as specifically provided for in Section 27(e) of the Lease.
10. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place either outside of regular Shopping Center hours or via the premises' rear entrance.

11. Landlord and its agents shall have the right to enter the premises as set forth in the Lease for the purpose of inspecting it, exhibiting it, or the making of alterations or repairs landlord deems necessary for the safety, preservation, maintenance, or improvement of the premises.
12. Each exterior storefront shall be designed, decorated and installed in accordance with Landlord's criteria following a common architectural theme except as approved by Landlord. Neither the color selection nor the decor on any store front shall be altered in any way without the prior written approval of Landlord.
13. No use shall be made of the Shopping Center or any portion or portions thereof which would (a) violate any law, ordinance or regulation, (b) constitute a nuisance, (c) constitute a hazardous use, (d) violate, suspend, or void any policy or policies of insurance on the stores or common areas, or (e) endanger the lives or property of others.
14. No person shall use any utility area, truck court or other area reserved for use in connection with the conduct of business except for the specific purpose for which permission to use such area is given.
15. All trash, refuse, and waste materials shall be regularly removed from the premises of each occupant of the Shopping Center, and until removal shall be located so as not to be visible to the general public in the Shopping Center, and so as not to constitute any health or fire hazard or nuisance to any occupant. Occupants shall not burn any trash or garbage on or about occupant's premises or the Shopping Center.
16. Occupant shall use at occupant's sale cost a regular (at least monthly for food service occupants and quarterly for non-food service occupants) program of pest control for the occupant's premises. The Shopping Center will maintain a pest control program in the common areas only.
17. No radio or televisions, antenna, dish or similar device shall be installed without Landlord's consent in writing. No antenna, tower, or aerial shall be erected on the roof or exterior walls of the premises or on the grounds, without in each instance, the written consent of Landlord.
18. Occupant shall not knowingly conduct any operations or uses in the premises in such manner which would cause suspension, cancellation or in increase above standard rates of the all risk property damage insurance carried by the Landlord. All property kept, stored or maintained within the premises by occupant shall be at occupant's sale risk .

B. Sign Criteria

1. No signs, merchandise, or other matter is to be attached or hung from the suspended ceiling or ceiling tile grid, except with the prior written consent of the Landlord.
2. Any occupant occupying less than twenty thousand (20,000) square feet of floor area may have only one (1) identification sign placed on the exterior of the building it occupies, provided however, that if the space occupied by any such occupant is located at the corner of a building or is the entire building, then such occupant may have one (1) exterior identification sign on each of two (2) sides of the occupied building, or, if upon an Outparcel, On three (3) sides of the occupied building.
3. No occupant of less than forty thousand (40,000) square feet of floor area shall have an exterior sign which identifies leased departments and/or concessionaires operating under such occupant's business or trade name, nor shall such sign identify specific brands or products for sale of services offered within a business establishment, unless such identification is used as part of the occupant's trade name.

4. No hand made or paper signs shall be exhibited in any of the store windows or within entrances.
5. No identification sign attached to the exterior of a Building shall be:
 - a. Placed on canopy roofs extending above the Building roof, placed on penthouse walls, or placed so as to project more than two (2) feet above the parapet, canopy or top of the wall upon which it is mounted.
 - b. Placed at any angle to the Building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk.
 - c. Painted on the surface of any Building.
 - d. Flashing, moving or audible.
 - e. Made utilizing (i) exposed neon tubes, (ii) exposed ballast boxes, (iii) exposed transformers, or (iv) exposed raceways unless such exposed raceways comply with the all of the following requirements: (a) the raceways shall not exceed two inches (2") in depth and/or twelve (12") in height; (b) the color of the raceways are the same color as the materials upon which such raceways are located; (c) all transformers are remote mounted behind the Building fascia; and (d) the letters to be installed on the raceways do not exceed a height of thirty-six inches (36").
 - f. Made of paper or cardboard, or be temporary in nature (exclusive of contractor signs), or be a sticker or decal; provided however, the foregoing shall not prohibit the placement at the entrance of each occupant's space of a small sticker or decal indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar information. Provided however, that during the thirty (30) day period immediately preceding the opening of a new occupant, one (1) "opening" or "coming soon" banner or sign may be displayed.
6. Exclusive of signs attached to the Lease as Exhibit "D", no other form of exterior expressions, including, but not limited to, pennants, pictures, notices, flags, seasonal decorations, writings, lettering, designs, or graphics, shall be placed on or attached to the exterior of any building.

C. Employee Parking

All store managers and employees are to park in an area reasonably designated by the Landlord as "Employee Parking," if any. Landlord shall have the right to require occupant to provide Landlord with a list of occupant's employees' car license numbers in order to monitor compliance herewith. In the event that an occupant or its employees shall violate the provisions hereof and such violation continues after occupant's receipt of written notice thereof, then Landlord, at its option, shall charge occupant Ten Dollars (\$10.00) per day per car parked in any area other than those reasonably designated as set forth above and for liquidated damages.

D. Use of the Common Area

1. No storage trailers or delivery trucks are allowed to be left in the parking lot drives or access ways, or on property adjacent to the Shopping Center, overnight, without the written consent of Landlord.
2. Occupants shall not allow canvassing, soliciting, and peddling in or around the premises and each occupant shall cooperate to prevent the same.

3. Except with the express, written. consent of Landlord, no merchandise, equipment or services; including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within or upon the sidewalks, drives, or parking areas; provided, however, the foregoing prohibition shall not be applicable to:
 - a. the use and storage of shopping carts by occupants of more than 25,000 square feet of floor area in cart corrals approved by Landlord.
 - b. any approved sales or display areas; provided, however, such space may not be used more than three (3) times per calendar year, and the duration of such use shall be subject to the following limitations: during the period commencing on October 15th and ending on December 27th – no limitation on the number of days of consecutive use; during the period commencing February 15th and ending on July 10th -- not more than one hundred twenty-five (125) consecutive days of use; and, during any other period -
- not more than thirty (30) consecutive days of use.

E. Prohibited Activities

1. The shopping Center shall be used only for retail sales, offices, restaurants or other permitted commercial purposes. No occupant may use space for operation or conduct of office purposes without Landlord's consent; provided, however, that office space not open to the general public and used by an occupant for administrative purposes shall not be considered an office for the purpose of this limitation.
2. No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted except with express written consent of Landlord:
 - a. An operation primarily used as a storage/warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
 - b. Any "second hand" store, "surplus" store, or pawn shop, provided sales of used goods such as cd's, dvd's, or electronic games may be permitted as incidental to sales of new goods.
 - c. Any labor camp, junkyard, or stockyard.
 - d. Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building.
 - e. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.
 - f. Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located.
 - g. Any automobile, truck, trailer or recreational vehicle sales, leasing, display or repair operation.
 - h. Any bowling alley or skating rink.
 - i. Any movie theater or live performance theater.

- j. Any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multifamily units, and other forms of living quarters, sleeping apartments or lodging rooms, mobile home park, or trailer court.
- k. Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the forgoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited.
- l. Any mortuary or funeral home.
- m. Any establishment selling or exhibiting "obscene" material or for any immoral or illegal purpose or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff.
- n. Any establishment selling or exhibiting drug-related paraphernalia.
- o. Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of the gross revenues of such business.
- p. Any massage parlor or similar establishment, except national or regional first class operators and providers of massage services may be allowed on outparcels but not to exceed 5,000 square feet.
- q. Any health spa, fitness center or workout facility exceeding 3,500 square feet of floor area.
- r. Any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall.
- s. Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center.
- t. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant.
- u. Any business that requires personnel to wear a uniform that a reasonable person would consider to be sexually offensive (e.g., so-called hot pants, shorts not covering the entire buttocks, tight-fitting or otherwise revealing shirts, tank tops, or halter tops).
- v. Any restaurant or food service use for consumption upon or within the premises or which requires preparation of food on or within the premises except in approved locations.
- w. Any facility that both sells and installs any lubricants, tires, batteries, transmissions, brake shoes, or any other similar vehicle accessories.
- x. Any liquor store offering the sale of alcoholic beverages for off-premises consumption, except as approved by Landlord.

Except as set forth in the Lease, Landlord shall not be responsible to occupant for the non observance or violation of any of these rules and regulations by any other occupants.

FAILURE OF ANY OCCUPANT TO COMPLY WITH THESE RULES AND REGULATIONS SHALL BE DEEMED AN EVENT OF DEFAULT AND UPON TEN (10) DAYS PRIOR WRITTEN NOTICE, LANDLORD SHALL BE ENTITLED TO EXERCISE ALL THE RIGHTS AND REMEDIES PROVIDED IN THE LEASE.