

Aurora Marketplace

Restrictions and Exclusive Uses of Tenants

DOMINICK'S

Article 19.2 (as Amended by Sec. 8 of 1st Amendment): Landlord shall not, directly or indirectly, lease, use or permit to be used or occupied any part of the Shopping Center as a theatre, bowling alley, funeral parlor, warehouse, game room, skating rink, billiard room, health spa or studio, gymnasium, massage parlors, adult book store, training or educational facility or for the purpose of manufacturing.

THE SPORTS AUTHORITY

Article 21: So long as fifty percent (50%) or more of the Demised Premises are used as a sporting goods store, Tenant, its successors and assigns shall have the exclusive right in the Shopping Center as now or hereafter constituted, to operate and conduct in the Demised Premises a sporting goods business. For purposes of this Lease, sporting goods shall include but not be limited to: men's, women's and children's athletic sportswear and apparel; athletic footwear; (which shall also include, without limitation, in-line roller skates and ice skates); bicycles; fitness equipment; golf and racquet equipment; camping equipment; marine, fishing and hunting gear; water sports equipment; ski equipment and apparel; team sports equipment and apparel; sports licensed products; and general recreational merchandise (hereinafter, "Tenant's Exclusive").

IHOP

Article 19.1: Lessor agrees, for itself and its successors and assigns, that during the Term no portion of the Shopping Center (other than the Demised Premises), or any property located within one (1) mile of the Demised Premises now or hereafter owned or controlled by Lessor, directly or indirectly, shall be used for a Competitive Restaurant, excluding, however, any property purchased by Lessor within one (1) mile of the Demised Premises already being used as a Competitive Restaurant on the date of such acquisition. As used herein, "Competitive Restaurant shall mean any food service operation (other than a so-called "fast food" service operation) that derives more than fifteen percent (15%) of its gross food sales from the sale of typical breakfast items such as, but not limited to, egg dishes (alone or in combination with other items), pancakes, waffles or blintzes.

CULVER'S FROZEN CUSTARD

Section 1.11: Landlord covenants and agrees that during the Term hereof no space in the Shopping Center will be leased or allowed to be leased (a) for primarily the sale of ice cream, custard or frozen yogurt, or (b) for use as a Dairy Queen, Baskin & Robbins, Breslers or TCBY.

BARK-A-LOUNGE

Section 1.11: Landlord covenants and agrees that during the Term (and Option Period(s), if applicable) hereof, no space in the Shopping Center containing 5,000 square feet or less will be leased or allowed to be leased for a business, the primary use of which is a pet grooming.

EN BLEU SALON

Cover Page of Lease: Landlord agrees not to lease space within the Shopping Center to another Tenant primarily engaged in a hair salon.

LESLIE'S POOLM.ART

Article 6.1: Landlord shall not use or occupy, or permit the use of or occupancy of, any Restricted Property (defined below) for the sale of swimming pool and spa supplies, swimming pools, and spas ("Competing Store"). For purposes of this Lease, "Restricted Property" means space not demised to Tenant in the Shopping Center.

SALON CENTRIC

Section 4.01(A): Landlord covenants and agrees that during the Term hereof no space in the Shopping Center will be leased or allowed to be leased for the operation of a business that sells professional beauty supplies to licensed beauticians.

THE CHALKBOARD LEARNING CENTER

Section 4.01: Landlord covenants and agrees not to enter into a new lease for any other space in the Shopping Center to (i) a tenant whose primary use is the sale of Girl Scouts of America/Boy Scouts of America uniforms and official supplies, (ii) a tenant whose primary use is the sale of products with the Playmobile or Brio brand name, or (iii) any of the tenants commonly known as: Teach Smart, Zany Brainy, Noodle Kadoodle, or Creative Plaything, or any other tenant that sells products that are substantially similar to the products sold by said tenants. Girl Scouts of America/Boy Scouts of America uniforms and official supplies and products with the Playmobile or Brio brand name are hereinafter referred to as "Restricted Products".

HARBOR FREIGHT TOOLS

Section 14.3: Landlord agrees that Tenant shall have the exclusive right in the Shopping Center to operate as a retailer whose primary use is the sale of tools (the "Protected Use"); provided, however, nothing herein shall be deemed to prohibit the incidental use by another tenant in the Shopping Center for the Protected Use, provided (i) less than five percent (5%) of such tenant's gross sales are derived from the Protected Use, and (ii) not more than the lesser of (a) five percent (5%) of such tenant's floor area or (b) one hundred fifty (150) square feet of such tenant's floor area is devoted to the Protected Use.

Prohibited Uses: (i) a training or education facility (including, but not limited to, a beauty school, barbe-college, reading room, or other place of instruction catering primarily to students rather than to customers), or (ii) a health spa, gym, exercise facility or other similar business, or (iii) a sit down restaurant (primarily serving meals for onsite consumption); or (iv) a place of religious worship, or (v) a movie theater, or (vi) a grocery store or supermarket.

FLOOR & DECOR

Section 6 (b): Landlord shall not lease space to any other tenants at the Center for the following uses: the retail sale and distribution of tile, stone, wood, laminate and other hard surface flooring, rugs and other floor

coverings, architectural stone products, tile, stone and other hard surface wall coverings (used for backsplash or otherwise), other wall coverings, tile, stone and other hard surface countertops, sinks and cabinets (the "Exclusive Use"), or amend any existing lease with a tenant, which amendment permits any Exclusive Use, unless such lease or lease amendment prohibits the Exclusive Use to the extent that any Exclusive Use permitted to such other tenant constitutes no more than ten percent (10%) of the gross amount of such tenant's revenues generated from goods and/or services sold at or picked up or shipped from such leased space or from the Property. Notwithstanding anything to the contrary contained in this Section 6 (b), the Exclusive Use described herein shall not apply to (i) a paint store, (ii) any existing tenant of the Center, or its successors and assigns (provided that, (A) Landlord shall not grant any discretionary consent to an assignment or sublease if the intended use of such assignee or subleasee would violate the Exclusive Use provisions of this Section 6(b), (B) in the event of a termination of the existing lease in the Center to the tenant known as Best Buy Carpets. Landlord may replace such tenant with a business engaged in substantially the same business, and carrying substantially the same product types, as Best Buy Carpets, but Landlord shall in no event lease to a direct competitor of Tenant, (iii) a tenant that offers general contracting services, so long as such general contractor does not display for sale at its premises the products included in the Exclusive Use, (iv) the sale of materials, tools and equipment necessary or helpful in connection with installation, maintenance, removal, repair or replacement of any of the Exclusive Use items, and all other activities relating to the foregoing, including, without limitation, fabrication, customization and other services relating to the foregoing, (v) a hardware store similar to Ace or True Value, (vi) and oriental rug store, (vii) a store that sells window treatments or (viii) any real estate not owned by Landlord or an Affiliate of Landlord as of the Effective Date.

MUSIC AND ARTS

Section 5.1 Landlord shall not permit any tenant at the Shopping Center that occupies 25,000 square feet or less to sell, rent, provide instruction or repair band and orchestra instruments, guitars, amplifiers, keyboards, percussion, and other musical instruments, instruction relating to those products, and the sale and rental of related products, music books, sheet music, music and video software and other accessories and items related thereto, or items which are a technological evolution of the foregoing; excluding (i) book stores and computer software stores, who may use up to ten percent (10%) of floor for said use and (ii) other tenants of the Shopping Center who are not book ore computer software stores, who may use up to the lesser of five percent (5%) or 500 square feet of sales floor for items included in said use.

Prohibited Uses: a massage parlor which is not an incidental part of a different business; provided that an upscale massage parlor such as "Massage Envy" shall be permitted; (b) a tattoo parlor; (c) a so-called "flea market"; (d) a so-called "head shop"; (e) an adult book or video store, or a store selling or exhibiting sexually explicit materials; (f) a marijuana dispensary.

BOB'S DISCOUNT FURNITURE

Section 2.7 Landlord shall not lease, rent or occupy, or permit to be leased, rented or occupied any space facing Route 59 in the Shopping Center for a store that's primary use is the sale at retail of furniture (the "Use Restriction") except it is expressly agreed to and acknowledged by Tenant that the following either do not fall within the parameters of the Use Restriction or are hereby excluded from the Use Restriction: (i) all tenants existing on the Effective Date which have a right to use their premises for the Use Restriction, whether said tenants own the fee to their premises or lease said premises, and any extensions, amendments, assignment, transfers, or renewals of said tenant's leases or agreements with Landlord (ii) any incidental sale at retail of furniture. "Incidental" sale at retail is herein defined as less than the greater of 1,000 square feet or twenty

percent (10%) of such other tenant's total area within its demised premises (iii) real estate not owned by Landlord: or (iv) the operation of a business that sells mattresses as a primary use.

DuPage Medical Group

Section 4.06(a) - Landlord shall not enter into lease for any space in shopping center whose primary use is the operation of physical therapy and rehabilitation services.

Advanced Family Dental

Section 6 of 1st Amendment - Landlord shall not enter into a lease for any space in the Shopping Center for a business, the primary use of which is the operation of a general dentistry office. The forgoing restriction shall not apply to (i) any tenant(s) of the Shopping Center having premises containing 20,000 rentable square feet or more, (ii) any existing tenant of the Shopping Center, its successor, assign or replacement who has the right, under its lease, to violate the forgoing restriction; or (iii) any property not owned by Landlord.