RECORDING REQUESTED BY, AND WHEN RECORDED, RETURN TO:

Family Center Orem Shopping Center, LLC Family Center Orem II, LLC 5670 Wilshire Boulevard, Suite 1250 Los Angeles, California 90036

Attn.: Steven Usdan Tのメールサン

57:091:0008; 57:012:0004; 57:012:011;

57:014:0002; 57:091:0003; 57:091:0006

# ENT 196298:2020 PG 1 of 16 Jeffery Smith Utah County Recorder 2020 Dec 09 01:49 PM FEE 40.00 BY SM RECORDED FOR First American Title Insurance Compar ELECTRONICALLY RECORDED

#### **AGREEMENT CONTAINING COVENANTS**

THIS AGREEMENT CONTAINING COVENANTS ("<u>Agreement</u>") is made and entered into as of December <u>\$\frac{3}\$</u>, 2020 ("<u>Effective Date</u>") by and between FAMILY CENTER OREM SHOPPING CENTER, LLC ("<u>FCOSC</u>"), and FAMILY CENER OREM II LLC ("<u>FCOII</u>"), each a Delaware limited liability company (collectively, "<u>Seller</u>"), and SUNNYSLOPE SISTERS 1, LLC, and SUNNYSLOPE SISTERS 2, LLC, each a Utah limited liability company, as equal tenants in common (collectively, "Buyer").

#### **RECITALS**

- A. Seller and Buyer's predecessors-in-interest entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of November 3, 2020 (the "<u>Purchase Agreement</u>"), pursuant to which Seller is selling to Buyer certain real property consisting of 0.26 acres of land improved with a restaurant building located at 76 East University Parkway, Orem, Utah and more particularly described on <u>Exhibit A</u> attached to this Agreement (including all improvements now or hereafter located thereon, "<u>Buyer's Property</u>").
- B. Seller is retaining the ownership of certain other property as more particularly described on <u>Exhibit B</u> attached to this Agreement (including all improvements now or hereafter located thereon, "<u>Seller's Property</u>"). Seller's Property and Buyer's Property constitute a portion of an integrated retail development known as "Family Center Orem" (the "<u>Shopping Center</u>").
- C. The Shopping Center is encumbered by that certain Reciprocal Easement and Operation Agreement dated as of April 26, 1991 between R.C. Willey Home Furnishings, a Utah corporation, University Square Associates, a Utah limited partnership, and Toys "R" Us, Inc., a Delaware corporation, and recorded on April 30, 1991 at Entry 15743, Book 2785, Page 702 in the official records of Utah County, Utah, as amended by First Amendment to Reciprocal Easement and Operation Agreement dated October 22, 1991 and recorded on August 7, 1992 at Entry 39973, Book 2978, Page 920 and re-recorded on August 21, 1992 at Entry 42918, Book 2986, Page 801, Second Amendment to Reciprocal Easement and Operation Agreement dated June 15, 2017 and recorded on June 15, 2017 at Entry 57752:2017, and Third Amendment to Reciprocal Easement and Operation Agreement dated December 13, 2019 and recorded on December 19,

2019 at Entry 134870:2019 (collectively, the "<u>REOA</u>"). Unless otherwise indicated in this Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the REOA.

- D. Buyer's Property is encumbered by that certain Ground Lease dated March 25, 2016 between Seller (as current successors-in-interest to FCOSC) and W.K.S. Restaurant Corporation ("<u>Tenant</u>"), as amended by First Amendment to Ground Lease dated October, 2016 and Second Amendment to Ground Lease dated March 10, 2017 (collectively, the "<u>Lease</u>").
- E. Seller and Buyer desire to enter into this Agreement for the purpose of the documentation of certain matters pertaining to the ownership, improvement and operation of Buyer's Property and Seller's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- Existing Use Restriction in Favor of Buyer's Property. During such time as the 1. Lease remains in effect and Buyer's Property continues to be used for the purpose of a fast food restaurant specializing in the sale of chicken and Hispanic/Mexican food and other ancillary restaurant items in compliance with the Lease, no tenant, subtenant, assignee, licensee or concessionaire ("Occupant") of Seller's Property shall be entitled to operate a restaurant that specializes in the sale of chicken as its primary menu item (the "Exclusive Use"). Notwithstanding the foregoing, the Exclusive Use shall not be applicable to (a) any space occupied pursuant to a lease entered into prior to March 25, 2016 as to which Seller does not have the right to restrict the Occupant from operating for the Exclusive Use, including any assignment, sublease, extension, renewal or modification of any such lease (other than the modification of the use clause to permit the Exclusive Use); or (b) the operation of any restaurant that does not specialize in the sale of chicken as its primary menu item. For purposes hereof, "primary menu item" means that more than twenty percent (20%) of the gross sales from the operation of such Occupant's premises are derived from the sale of chicken. Notwithstanding the foregoing, in no event shall Buffalo Wild Wings, Chili's or any other restaurant operating as a "sit-down" restaurant with no drive-through lane be considered to violate the Exclusive Use. If at any time Buyer's Property ceases to remain open to the public for more than one hundred twenty (120) days for the Exclusive Use, except due to damage or remodeling, then the Exclusive Use restriction set forth in this Section 1 shall automatically terminate and thereafter be of no further force or effect. Seller represents and warrants to Buyer that as of the Effective Date no Occupant of Seller's Property is operating in violation of the terms of this Section 1. If an Occupant of Seller's Property violates the terms of this Section 1, then Seller agrees to indemnify, defend and hold harmless Buyer from any claim or cause of action brought by Tenant against Buyer for such violation and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Buyer in connection with such claim or cause of action.
- 2. <u>Existing Use Restrictions in Favor of Seller's Property</u>. Buyer's Property shall not be used in violation of any of the existing use restrictions set forth on <u>Exhibit C</u> attached to this Agreement.

- 3. Common Area Maintenance. During the period in which the Lease is in effect, the owner of Seller's Property (or the owner of the majority of the land area of Seller's Property, if in the future portions of the Seller's Property are under non-affiliated ownership) (the "CAM Owner") shall perform the landlord's obligations under Section 5.3 of the Lease with respect to the Common Areas (as defined in the Lease). The owner of Buyer's Property shall be required to pay to the CAM Owner the cost of such performance as calculated and payable in accordance with Section 3.6 of the Lease. The owner of Buyer's Property shall have the right to exercise the books and records examination rights of Tenant set forth in the last paragraph of Section 3.6 of the Lease. For purpose of the foregoing provisions of this paragraph, all references to "Tenant" in such sections of the Lease shall mean and refer to Buyer, and all reference to "Landlord" in such sections of the Lease shall mean and refer to "CAM Owner". At the election of the owner of Buyer's Property, CAM Owner agrees to accept payment directly from the Tenant under the Lease on behalf of the owner of Buyer's Property and to credit any such payment received from the Tenant against the payment obligations of the owner of Buyer's Property under this paragraph, but the owner of Buyer's Property shall remain primarily liable to CAM Owner for the CAM Charges under this paragraph.
- Pylon/Monument Signage. Notwithstanding any contrary provision of the REOA, 4. except as expressly set forth in this Section 4, no owner or Occupant of Buyer's Property shall have any rights with respect to any pylon or monument signage located on Seller's Property or any other portion of the Shopping Center outside of Buyer's Property. The owner of Buyer's Property shall have the right to display the trade name of the Occupant of Buyer's Property on both sides of the sign panel of the pylon sign along University Parkway depicted on Exhibit D attached to this Agreement (the "Pylon Sign") that bears the name El Pollo Loco as of the Effective Date of this Agreement. The owner of Buyer's Property shall be required to reimburse the CAM Owner for its pro rata share (based upon relative tenant sign fascia area) of the cost of the operation, maintenance and repair of the Pylon Sign, excluding individual tenant sign panels. reimbursement shall be on a monthly estimated basis in accordance with the same provisions as applicable to the payment of Common Area maintenance costs in Section 3 above. The sign panel for Buyer's Property on the Pylon Sign shall comply with applicable ordinances and other governmental requirements, and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the owner of Buyer's Property. The owner of Buyer's Property shall be responsible for the maintenance, repair and replacement of the individual sign panel for Buyer's Property on the Pylon Sign in a first class condition and appearance. The owner of Seller's Property shall grant the owner of Buyer's Property (or its Occupant) access to the Pylon Sign to perform the rights and obligations of the owner of Buyer's Property under this paragraph.
- 5. Notices. All notices required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) rejected at the then designated address of the party intended, provided such notice was sent prepaid, or (iv) the date of receipt (as confirmed by the carrier's records) at the then designated address of the party intended if sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage

prepaid and addressed to the then designated address of the party intended. The initial addresses of the parties shall be:

#### If to Seller:

Family Center Orem Shopping Center, LLC Family Center Orem II, LLC 5670 Wilshire Boulevard, Suite 1250 Los Angeles, California 90036 Attn.: Steven Usdan

#### If to Buyer:

Sunnyslope Sisters 1, LLC Sunnyslope Sisters 2, LLC c/o Lea Rubin, Manager 101 Vineyard Circle Sonoma, California 95476

and

Sunnyslope Sisters 1, LLC Sunnyslope Sisters 2, LLC c/o Jody Haagenson, Manager 60611 East Arroyo Vista Drive Oracle, Arizona 85623

Each party shall have the right to change its address for notices to any other address within the United States of America upon written notice to the other party in accordance with this Section 8.

- 6. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.
- 7. Run With the Land. The terms, provisions, agreements, covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes, and shall run in favor and be enforceable for the benefit of, and shall be binding upon and enforceable against, each party's property and their respective successors and assigns as owner of such property. The liability of each party under this Agreement shall be limited to its period of ownership of the property that is the subject of such liability, provided that no sale or transfer shall relieve a party of liability for any act, omission or breach arising or occurring during such period of ownership.
- 8. <u>Miscellaneous</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. This Agreement may not be amended or modified except in writing executed by the party against whom such amendment or modification is being charged. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether oral or written,

including without limitation, the Purchase Agreement. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above. Executed as of this 1 day of December, 2020 and Effective as this 8th day of December 2020 SELLER:

FAMILY CENTER OREM SHOPPING CENTER,

FAMILY CENTER OREM SHOPPING CENTER, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California limited liability company, its managing member

sy: **//U/** 

Steven H. Usdan, its managing member

FAMILY CENTER OREM II, LLC, a Delaware limited liability company

By: Family Center Orem Shopping Center, LLC, a Delaware limited liability company, its sole member

By: CCA Acquisition Company, LLC, a
California limited liability company, its
managing member

 $\mathbf{R}\mathbf{w}$ 

Steven H. Usdan, its managing

member

[SIGNATURES CONTINUED ON FOLLOWING]

BUYER:	SUNNYSLOPE SISTERS 1, LLC, a Utah limited liability company		
	By:  Jody Haagenson, Manager  By:  Lea Rubin, Manager		
	SUNNYSLOPE SISTERS 2, LLC, a Utah limited liability company		
	By:  Jody Haagenson, Manager		
	By: Selv Rubin. Lea Rubin, Manager		

BUYER:	SUNNYSLOPE SISTERS 1, LLC, a Utah limited liability company
	By: Jody Haagenson, Manager
	By: Lea Rubin, Manager
,	SUNNYSLOPE SISTERS 2, LLC, a Utah limited liability company
	By: Jody Haagenson, Manager
	By: Lea Rubin, Manager

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STATE OF	Utah	)
	•	)ss
County of	Salt Lake	)

On the 8<sup>th</sup> day of December, 2020, before me, the undersigned Notary Public, personally appeared **Steven H. Usdan**, who being duly sworn did say that he is the **Managing Member of CCA Acquisition Company**, **LLC**, a **California limited liability company**, the **Managing Member of Family Center Orem II**, **LLC**, a **Delaware limited liability company** and **Family Center Orem Shopping Center**, **LLC**, a **Delaware limited liability company**, and that said instrument was signed on behalf of **CCA Acquisition Company**, **LLC**, a **California limited liability company**, the **Managing Member of Family Center Orem II**, **LLC**, a **Delaware limited liability company** and **Family Center Orem Shopping Center**, **LLC**, a **Delaware limited liability company** and that said entities executed the same.

WITNESS my hand and official seal.

My Commission Expires:

07-9-22

**Notary Public** 

Anna Irons
Notary Public
State of Utah
My Commission Expires July 9, 2022
#701075

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

### California All-Purpose Acknowledgement

State of California T
County of Sonoma SS.
on 12/07/2020 before me Liliana Ponce Perez, Notary Public personally appeared Lea Rubin
personally appeared Lea Rubin  Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  LILIANA PONCE PEREZ COMM. #2212272 NOTARY PUBLIC - CALIFORNIA SONOMA COUNTY My Comm. Expires Aug. 31, 2021  Signature (Seal)
Optional
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.
Description of the Attached Document:
Title of Type of Document: Agreement Cantaining Covenants
Document Date:Number of Pages:
Signer(s) Other Than Named Above:

#### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of	A2		)
County of	PIMA		)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





#### **EXHIBIT A**

#### <u>LEGAL DESCRIPTION OF</u> <u>BUYER'S PROPERTY</u>

The following real property located in Utah County, Utah:

LOT 1, UNIVERSITY SQUARE PLAT D, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OR RECORD IN THE UTAH COUNTY RECORDERS OFFICE.

57:091:0006

#### **EXHIBIT B**

#### LEGAL DESCRIPTION OF SELLER'S PROPERTY

The following real property located in Utah County, Utah:

VENTURE PARCEL EXCLUDING THE VENTURE OUTPARCEL (I.E., BUYER'S PROPERTY)

LOTS 2, 4 AND 5, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LOT 1, UNIVERSITY SQUARE PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LESS AND EXCEPTING LOT 1, UNIVERSITY SQUARE PLAT "D", INCLUDING A VACATINO OF LOT 2 AND 3 OF UNIVERSITY SQUARE PLAT "A" AS RECORDED IN THE OFFICE OF THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 57753:2017.

#### **TOYS PARCEL**

LOT 3, UNIVERSITY SQUARE PLAT "D", INCLUDING A VACATION OF LOT 2 AND 3 OF UNIVERSITY SQUARE PLAT "A" AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 57753:2017.

#### LESS AND EXCEPTING:

A PARCEL DEEDED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED MAY 12, 2017 AS ENTRY NO. 46060:2017.

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#### **EXHIBIT C**

#### **EXISTING USE RESTRICTIONS**

Buyer's Property shall not be used for any of the exclusive use or other use restrictions set forth in this <u>Exhibit C</u>. Each trade name below is the trade name of the Occupant for which the use restriction was granted, and each use restriction shall pertain to such Occupant and such Occupant's successors, assigns, subtenants and licensees.

#### **Dollar Tree Stores, Inc.**

Exclusive Use - Landlord agrees that no portion of the Shopping Center depicted on Exhibit "A" attached hereto, excluding the cross-hatched areas, shall be occupied by a tenant, subtenant, assignee, licensee or concessionaire (collectively, "Occupant") whose Principal Business (as hereinafter defined) is as a single price point variety retail store selling products at a single price point (the "Exclusive Use").

#### **Guitar Center**

Exclusive Use — The conduct any business which, in any manner engages in the following uses: the purpose of the sale, rental, and repair of (both new and previously-owned) guitars; amplifiers; music keyboards; drums and percussion; band and orchestra instruments and equipment; live sound (public address systems and equipment); DJ equipment; stage, theater, DJ and special effects lighting; equipment, computers, hardware and software for (any and all) entertainment, music, audio and/or video recording, performance, editing and instructional applications; other musical instruments and related products; music books and sheet music; music and video software; music instruction; rehearsal studios. Notwithstanding the foregoing, other tenants may sell the above items so long as the sale of such items does not exceed an area (individually or in the aggregate) that comprises the lesser of: (a) five percent (5%) of such other tenant's retail area; or, (b) one thousand (1,000) square feet ("Incidental Use"). Notwithstanding the foregoing, in no event shall the Incidental Use permit a department, section, area or the like that is dedicated to musical instruments and/or targets product mixes that resemble Tenant's assortment. Tenant's Exclusive Use shall not, however, pertain to the sale of general equipment, computers, hardware or software that may be used for multiple applications and not simply entertainment, music, audio and/or video recording, performance, editing and instructional applications.

#### Jo-Ann Stores, LLC

Exclusive Use – Landlord shall not lease any other space in the Shopping Center, or any additions thereto or permit the use and occupancy of any such space in the Shopping Center, or any additions thereto or permit the use and occupancy of any such space by any person, partnership, joint venture, corporation, or any other entity whose primary business is that of a fabric store and/or arts and crafts store including the sale of artificial flowers ("Competing Store").

#### **Lumber Liquidators**

Exclusive Use—The wholesale and/or retail sale of tile, hardwood, laminate, resilient, cork, bamboo, engineered flooring, flooring related tools, and other related flooring products, along with installation services related thereto, excluding carpeting. Notwithstanding the foregoing, such exclusive use shall not be applicable to de minimus sales that do not exceed three percent (3%) of the gross sales of a tenant or occupant, except that such de minimus sales exception does not include sales by a hardware store or other flooring store (i.e. carpet), and if Tenant asserts a violation of Tenant's Exclusive Right based on the sales

of another tenant but such violation does not exist based on the foregoing de minimus sales exception, then it shall be Landlord's burden of proof that the other tenant's sales qualifies for such de minimus sales exception.

#### **Tuesday Morning**

#### **Prohibited Uses**

(A) a check cashing establishment and or an advance pay day loan establishment excepting banks or other financial institutions and or grocery stores; (B) an off track betting facility; (C) a facility for the sale or rental of used goods (including thrift shops, secondhand or consignment stores excluding Goodwill) or any facility selling new or used merchandise as a wholesale operation, a liquidation operation, odd lots, lot sales, factory close-outs or imperfect goods; (D) a banquet hall, auditorium or other place of public assembly; (E) a funeral home; (F) a flea market; (G) a massage parlor (excluding a legitimate massage therapy business); (H) a head shop; (I) a business offering for the sale or rental of pornographic material and or services; (J) a facility for any use which is illegal or dangerous, constitutes a nuisance or is inconsistent with an integrated, community-oriented retail and commercial shopping center; (K) an office or offices devoted to the Department of Motor Vehicles; (L) an office or clinic devoted to drug rehabilitation services; (M) an office or offices devoted to the monitoring or meeting of paroled individuals. Notwithstanding the foregoing, the foregoing shall not prohibit the operation of a Cost Plus, Bed Bath Beyond, Marshalls, HomeGoods or Ross.

#### AutoZone.

Exclusive Use — The operation of an auto parts store or the sale of automobile parts, supplies and/or accessories. This restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise that sells auto (or similar) parts as an incidental part of its general merchandise business, nor shall it apply to other incidental sales; provided that, no such business sells automobile carburetors, starters, brakes and brake components, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation.

<u>Prohibited Uses</u> – The following uses: manufacturing or industrial uses; single family residential; flea markets; adult entertainment; churches; libraries; car rentals or sales; parking vehicles offered for lease or sale in the parking areas; meeting halls; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn and gun shops; massage parlor (provided, however, a regional or national branded therapeutic massage facility utilizing licensed masseurs, such as Massage Envy, and not to exceed 3,600 square feet shall be permitted); theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers.

Furthermore, the following uses shall also be prohibited: (a) within 300 feet of the AutoZone premises for any of the following uses: post offices or postal facilities; nightclubs; cocktail lounges or taverns; any family planning clinics; commercial indoor amusements or entertainment facilities such as, but not limited to, Busters or Chucky Cheese; provided, however, that Nickel City (or its successor) shall be permitted as long as it is no closer than 100 feet from the Demised Premises; (b) within 200 feet of the AutoZone premises for any of the following: restaurants; gymnasium, dance studio, health club, spa or tanning facility; or schools of any type; or (c) within 100 feet of the AutoZone premises for any of the following: any office, either private or government (including, but not limited to, any type of medical office, clinic or facility). Additionally, there shall be no use for multi-family residential use within one hundred (100) feet of the AutoZone premises. Furthermore, any permitted multi-family residential use must self park.

#### Swig

<u>Exclusive Use</u> -- The operation of a business whose gross sales of specialty carbonated beverages exceed twenty percent (20%) of its total gross sales from its premises. Without limitation of the foregoing, the such restriction specifically prohibits the following restaurants: Fiiz, Soda Rush, Sonic, Quench It, Slurp, and Sodalicious.

#### **Additional Use Restrictions**

- a. Catering halls
- b. Theater
- c. Movie theatres
- d. Off-track betting parlors
- e. Bars
- f. An establishment serving alcohol (except as incidental to a full service restaurant)
- g. Night clubs
- h. Discothegues or dance hall
- i. Bowling alleys
- j. "Head shop"
- k. Car washes
- I. Auto body shops
- m. Amusement arcade, game room or amusement center
- n. Billiard parlor
- o. Funeral parlor
- p. Used car lot or automobile dealer shop
- q. Skating rink
- Adult book store or establishment selling, exhibiting or distributing pornographic or obscene materials
- s. Massage parlor
- t. The selling of indecent or pornographic literature
- u. Video store with more than 10% of its stock consisting of "NC-17 rated" videos
- v. Second hand or used goods store
- w. Restaurant or food establishment for on or off-premises consumption (except (i) a yogurt/ice cream store not to contain more than 2,500 square feet of Floor Area and (ii) a restaurant (full service or otherwise) which may be located on the Outparcel provided such restaurant contains not more than 5,500 square feet of Floor Area
- x. Auditorium or other place of assembly
- y. Hotel or lodging facilities
- z. Flea market
- aa. Manufacturing facility
- bb. Offices (except (i) those incidental to retail uses and (ii) those providing services to the general public and customarily found in similar shopping centers
- cc. Any use which creates strong, unusual or offensive odors, fumes, dust or vapors
- dd. Any use which is a public or private nuisance
- ee. Any use which emits noise or sounds which are objectionable fur to intermittence, beat, frequency, shrillness or loudness
- ff. Any use which creates unusual fire, explosive or other hazards or is used, in whole or in part, as or for general warehousing, the dumping or disposing or garbage or refuse

## EXHIBIT D PYLON SIGN

