

limitation, the City of Chicago Building Code, (iii) comply with all of the applicable provisions of this Agreement, including, without limitation, the provisions regarding insurance coverage, (iv) cause all work to be performed with as minimal amount of disruption to the other Owners as is reasonably possible and (v) keep the areas of the Total Property not involved in the Alterations free of construction debris. Each Owner shall, to the extent Reasonably practicable, make Alterations within the portion of the Total Property owned by such Owner, in such a manner as to minimize any noise, vibration, particulate and dust infiltration or other interference or disturbance which would interfere with or disturb any occupant or occupants of the portion of the Total Property of the other Owner.

14.2 Applications for building permits to make Alterations shall be filed and processed by each Owner without joinder of the other Owner in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of the Owner. If joinder by such Owner is so required, said Owner shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit; provided however, each Owner shall indemnify and hold harmless the other Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner's executing of the application, permit or other instrument.

14.3 The Owner of the Commercial Property and Owner of the Residential Property each shall include in any construction contract a provision pursuant to which the contractor (i) recognizes the separate ownership of the Total Property and agrees that any lien rights which the contractor or subcontractors have under the Mechanics Lien Act shall only be enforceable against the portion of the Total Property owned by the Owner who employs such contractor, or (ii) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors against the portion of the Total Property owned by the other Owner and agrees to comply with the provisions of Section 21 of the Illinois Mechanics Lien Act in connection with giving notice of such "no lien" provision.

14.4 Without the written consent of the Owner of the Commercial Property, no Alterations shall be made to the Residential Property which will: (i) adversely affect the benefit afforded to the Owner of the Commercial Property by any Easement; (ii) adversely affect Facilities benefitting the Commercial Property; (iii) increase the total square footage of the Improvements; (iv) alter the Building facade or its appearance; or (v) disturb the use and quiet enjoyment of the Commercial Property.

## ARTICLE 15 ADDITIONAL RESTRICTIONS

15.1 Notwithstanding anything contained herein to the contrary, the Commercial Property and the Owner and occupants of the Commercial Property from time to time shall be subject to the following restrictions as to the use of Commercial Property:

(a) The Owner of the Commercial Property shall not use, allow or occupy the Commercial Property or permit the use or occupancy of the Commercial Property for any of the following purposes:

(A) spa, health, sports, or exercise club;

(B) lounge, bar, "teen lounge", social encounter club, or any establishment offering the sale or consumption of alcoholic beverages;

- (C) bowling alley;
- (D) pawn shop or gun sales or rental;
- (E) skating rink;
- (F) bingo or electronic or other game parlor;
- (G) theater (either motion picture or stage);
- (H) any adult use, including but not limited to pornographic theaters or the rental, sale, publication or display of pornographic or obscene video, movies, printed or electronic material; massage parlors or health spas; exotic or erotic dancing, modeling, photography or similar entertainment; or the sale or rental of sexual aids or paraphernalia.
- (I) medical, pharmaceutical, chiropractic, podiatric, dental, optical, drug, abortion, adoption, reproductive, psychiatric, or HIV counseling, rehabilitation, therapy, clinical or surgical services, or similar or related activities of any kind;
- (J) pet sales, animal training or boarding or veterinary clinic;
- (K) automobile or equipment sales or service;
- (L) church, chapel or similar religious meeting place or service center; homeless or emergency shelters or drop-in centers or missions;
- (M) manufacturing or storage business;
- (N) public auditorium or other public entertainment facility;
- (O) government service office;
- (P) the provision of public telephones or restrooms;
- (Q) full service, fast-food or short-order restaurant or food service involving on-site food preparation or the wholesale distribution of food; provided that the foregoing shall not prohibit the operation of a convenience store, coffeehouse or similar establishment involving the on-site preparation of beverages or the incidental preparation or service of bakery items and packaged food;
- (R) psychic, tarot card reading, or any similar services;
- (S) dry cleaning processing plant;
- (T) any business requiring parking for delivery or service trucks operating on a routine or frequent basis;

(U) bailbondsman; or

(V) the sale or distribution of drug supplies or paraphernalia.

(b) The Owner of the Commercial Property and the occupants thereof shall at all times maintain the Commercial Property in a first-class, clean and sanitary condition, and the Owner of the Commercial Property and the occupants thereof shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Commercial Property and the cleanliness, safety, occupancy and use of same. The Owner of the Commercial Property shall comply with all of the requirements of all governmental authorities and the Owner of the Residential Property's fire insurance carriers now or hereafter in force pertaining to the use of the Commercial Property. The Owner of the Commercial Property agrees that all receiving of goods and merchandise and all removal of delivery of merchandise, supplies, equipment, trash and garbage shall be made either through the front of the Commercial Property or by way of the delivery areas serving the Residential Property (other than the primary entrance door) and in accordance with reasonable procedures and at the hours reasonably specified, from time to time, by the Owner of the Residential Property (provided such hours shall be not less than 8 A.M. to 6 P.M. Mondays through Fridays).

(c) The Owner of the Commercial Property shall not be open to the public for business between the hours of 12:00 A.M. and 6:30 A.M., without prior written consent from the Owner of the Residential Property, which consent shall not be unreasonably withheld or delayed.

(d) The Owner of the Commercial Property shall not cause or permit to occur: (i) any violation of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in or about the Commercial Property, including, but not limited to, improvements or alterations made to the Commercial Property at any time by the Owner of the Commercial Property, its agents or contractors, or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any "Hazardous Substances" (as hereinafter defined) in or about the Commercial Property, or the transportation to or from the Commercial Property of any Hazardous Substances. The Owner of the Commercial Property, at its expense, shall comply with each present and future federal, state and local law, ordinance and regulation related to environmental conditions in or about the Commercial Property or the Owner of the Commercial Property's use of the Commercial Property, including, without limitation, all reporting requirements and the performance of any cleanups required by any governmental authorities. The Owner of the Commercial Property shall indemnify, defend and hold harmless the Owner of the Residential Property and its agents, contractors and employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorneys' and consultants' fees) asserted against or sustained by any such person or entity arising out of or in any way connected with the Owner of the Commercial Property's failure to comply with its obligations under this Subsection, which obligations shall survive the expiration or termination of this Agreement. As used in this Subsection, "Hazardous Substances" shall include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACSM), polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons; (CFCs) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance or regulation.

(e) The Owner of the Commercial Property or the tenant thereof shall have the right to install up to four (4) exterior signs on the facade of the Commercial Property, which signs shall not to exceed a total of 1200 square inches each and shall be either unlit or backlit. No sign shall display or advertise any "sale" for more than four (4) consecutive weeks or for more than four (4) of any eight (8) weeks and any such "sale"