

## EXHIBIT E

### EXCLUSIVE USES AND PROHIBITED USES

#### EXCLUSIVE USES:

##### MCDONALD'S

Landlord covenants and agrees that no property (other than Parcel 1) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord (or if Landlord is a corporation, any subsidiary of Landlord, adjacent or contiguous to the Demised Premises, or on Parcel 2 shall, during the term of this Lease and any extensions, be leased, used or occupied as a restaurant. The term "restaurant" as used in this clause shall apply to any type of food service establishment which serves, as its principal food product the following products: hamburgers and/or cheeseburgers and/or chicken served in sandwich form; (such as Chick-fil-A) provided that any food service establishment which offers as the primary method of service for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term "restaurant". The phrase "principal food product" for the purpose of this Section shall not be interpreted to require that the sale of hamburgers and/or cheeseburgers and/or chicken served in sandwich form exceed fifty percent (50%) of Tenant's gross sales.

By way of example and not by way of limitation, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the Shopping Center and for the time period specified in this Article: Burger Chef, Burger King, Carl's Jr., Checkers, Fuddruckers, In and Out Burgers, Hot-N-Now, Jack-in-the-Box, Rally's, Roy Roger's, Wendy's and White Castle. In addition, and not by way of example the following food service establishment is also excluded from operating on Parcel 2 including the out parcels: Arby's.

Notwithstanding the above, and by way of example and not by way of limitation, the following restaurants operating under the listed trade names or under any successor trade names, shall be permitted in the Shopping Center: Big Boy, Boston Chicken, Brown's Chicken, Carrows, Del Taco, Denny's, Domino's Pizza, El Pollo Loco, Kentucky Fried Chicken (KFC), Little Caesar's, Mr. Submarine, Nathan's, Pizzeria Uno, Papa Gino's, Perkins, Pizza Hut, Ponderosa, Popeye's Chicken, Round Table, Sharkey's, Shoney's, Sizzlers, Chili's, TGI Friday's, Bennigans, Macaroni Grill, Applebee's, Ruby Tuesday's, Cooker's, China Coast, Salvatore Scallopini, Houlihan's, Max & Erma's, Grady's American Grill, and Bill Knapp's.

##### PAPA VINO'S

Provided (a) Tenant is open for business to the public and operating in accordance with this Lease and (b) Tenant is not in default, Landlord covenants and agrees that during the Primary Term and any Extended Term of this Lease, no part of the Shopping Center shall be used for the operation of a full service dining restaurant which derives more than fifty (50%) percent of its gross revenues from the sale of prepared Italian food. For purposes hereof, any restaurant occupying 2,500 square feet or more with seating for 30 or more people shall be considered a "full service restaurant". For purposes hereof, "gross revenues" shall exclude revenues received from the sale of alcoholic beverages.

## TGI FRIDAY'S

The Demised Premises may be used by Tenant for the operation of a restaurant, standup bar, outdoor café and retail operations ancillary thereto; provided that any retail operations shall be incidental and complementary to the restaurant operation, such as the sale of merchandise bearing the logo or trade name used by Tenant at the Demised Premises: Tenant's use and occupancy of the Demised Premises shall be subject to all applicable municipal, state and federal laws and regulations. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to terminate this Lease if any governmental authority having jurisdiction over the Demised Premises shall generally prohibit the sale of alcoholic beverages in a geographic area that includes the Demised Premises.

Except as may exist in the Development on the date of this Lease, so long as Tenant is not in default hereunder beyond the Applicable Grace Period and is carrying on its business at the Demised Premises, Landlord shall not permit in the Development after the date of this lease (I) any movie theater, bowling alley, bingo parlor, dance hall or discotheque; (II) any of the following restaurants: Applebee's, Bennigans, Cookers, Fuddruckers, Houston's, Houlihan's, Max and Erma's; and Ruby Tuesdays; or (III) any use that is inconsistent with the customary character of a first-class retail shopping center (such as without limitation, a "sex", "head" or "pawn" shop use or an adults-only bookstore or adult only video store).

## LANDRY'S SEAFOOD HOUSE – MICHIGAN, INC.

### (JOE'S CRAB SHACK)

Tenant shall be the exclusive seafood restaurant in the Shopping Center (the term "seafood restaurant" having the meaning set out in Section 1.1(g) above). Further, Landlord agrees that Landlord will not sell, lease or permit any sublease or assignment of any future leases that permits the sale of seafood exceeding fifty (50%) percent of the sales of such person or entity.

In Section 1.1(g) of the Lease, "seafood restaurant" is defined to mean restaurants similar to the following restaurants:

1. Any seafood restaurant operated by Gilbert Robinson;
2. Any seafood restaurant operated by Pappas Restaurants;
3. Any seafood restaurant operated by Darden Restaurants;
4. Any seafood restaurant operated by C.A. Muer Restaurant Company; and
5. Any seafood restaurant operated under the following names:

Bristol, Charl House, Copelands, Ralph & Kacoo's, Rusty Scupper, Red Lobster, Crabby Bill's, Shells, Johnny Cleveland's, Fishbones, Pappadeaux, Tom's Oyster Bar, Schucker's, S&P Oyster Bar, Long John Silver, Waterstreet Café – Luby's Restaurants, Phillips Seafood, McCormick & Schmick's, Bahama Breeze, Sea Island.

## IHOP PROPERTIES, INC.

Landlord agrees, for itself and its successors and assigns, that, commencing upon the date of the mutual execution of this Lease and ending upon the expiration or earlier termination of this Lease, no portion of the Shopping Center (other than the Demised Premises) shall be used for a Competitive Restaurant. As used herein, the term "Competitive Restaurant" shall be any food service operation that offers moderately priced menu items and three (3) meals per day, i.e. breakfast, lunch and dinner, and provides full service, i.e. sit down facilities with food orders taken and served by restaurant personnel. As of the date hereof, examples of "Competitive Restaurants" would include: The Villager Inn, Bob's Big Boy, Shoney's, Dennys, Perkins, Waffle House, Baker's Square, Coco's, JB's, Allie's, Cracker Barrel, Marie Callender's, Friendly's, and Bob Evans Farms. Notwithstanding anything to the contrary in the preceding sentence, Landlord may use or lease, or permit or allow any tenant to use or lease any portion of the Shopping Center for the following: (1) dinner houses or seafood restaurants, (2) Oriental, French, Mexican, Italian or other ethnic restaurants, (3) any so-called "fast food" operation, such as, without limitation, McDonald's, Burger King, Wendy's, Taco Bueno, Taco Bell, or Whataburger, (4) any so-called "casual dining" restaurant such as Chili's or Black-Eyed Pea, or (5) any food specialty shops such as, without limitation, ice cream, yogurt, submarine sandwich, pizza or similar single item shops.

## CHECK 'N GO OF MICHIGAN

Except for existing tenants open and operating in the Shopping Center as of the date of this Lease, Landlord shall not itself enter into any lease(s) with any other tenant(s) in the Shopping Center which contains a use clause permitting the tenant thereunder to engage in any presentment services, check cashing, small loans or the advancing of money secured by the customer's personal check.

## DOTS

Provided (a) Tenant is open for business to the public and operating in accordance with this Lease, and (b) Tenant is not in default beyond any applicable cure period, Landlord shall not, during the term of this Lease, or during any Renewal Period, lease, use, permit or consent to the use of any portion of the Shopping Center owned or leased by Landlord to the following retailers: Simply Fashions, J. Silver, Gallo, Christies, It's Fashions, Fashion Cents, Citi Trends, Pretty Woman, Rainbow Fashions, Rave, Melrose or Pay Half.

### SALLY BEAUTY

Provided (a) Tenant is open for business to the public and operating in accordance with this Lease and (b) Tenant is not in default, Landlord shall not, during the term of this Lease, or during any Renewal Period, lease, use, permit or consent to the use of any portion of the Shopping Center owned or leased by Landlord as a store whose principal business is the sale of beauty supplies, unless Tenant consents in writing hereto. In no event, however, shall Landlord lease, sublease or otherwise consent to the use of any portion of the Shopping Center owned or leased by Landlord for the sale of human or synthetic hair, wigs or extensions. These restrictions shall not apply to the Wal-Mart store in the Shopping Center. The incidental sale of beauty supply items in connection with the overall business of other tenants in the Shopping Center shall not be a violation of this Section 28.22. As used herein, the term "incidental sale" shall mean the sale of beauty supply products that do not exceed ten (10%) percent of gross sales of any one tenant. The restrictions and exclusions contained in this Section 28.22 shall not apply to existing tenants, future hair salons, future drug stores of tenants leasing greater than 9500 square feet.

### GREAT CLIPS

Provided (a) Tenant is open for business to the public and operating in accordance with the terms of this Lease and (b) Tenant is not in default beyond any applicable cure period, Landlord shall not during the term of this Lease or any Renewal Period, lease, sublease or consent to the use of any portion of the Shopping Center owned or leased by Landlord to (I) a store whose principal business is the operation of a haircutting salon, including barbershops and kids' cuts salons; or (II) to the following retailers: Bo-Rics, Supercuts, Grondin's, Fantastic Sam's, Lady-Jane's or other similar users of low-priced, unisex haircutting salons. Notwithstanding the foregoing, this restriction shall not apply to leases in the Shopping Center to a full service salon with a minimum price for a basic haircut of not less than Thirty and 00/100 (\$30.00) Dollars, and Landlord shall be free to lease, sublease or consent to the use of any portion of the Shopping Center owned or leased by Landlord to any such user.

### PAYLESS SHOES

Landlord covenants that it will not, directly or indirectly lease property within the Shopping Center to any tenant for principal use as a retail shoe store, nor may Landlord permit any Shopping Center occupant to lease, directly or indirectly, any portion to a person or entity for such use.

## VALUE CITY FURNITURE

During the term of this Lease, including any renewal periods, and for so long as Tenant is regularly operating its business in the Leased Premises for the retail sale of furniture and mattresses during reasonable business hours, Landlord will not lease any space within the Center and outlot space 24 (as designated on the Site Plan) or permit any such space to be used by any person, persons, partnership or entity who devotes ten percent (10%) or more of its selling area to the sale of furniture and mattresses. Any portion of the Center which is sold by Landlord during the term shall be sold subject to this restriction. Landlord represents and warrants to Tenant that there are no existing leases in effect for space in the Center permitting the use of any such space in violation of Tenant's use exclusive other than Dots, who has the right to sell any items which are sold in Dots' stores. In the event Landlord is requested by the owner and holder of the Dots' leasehold to consent to any change or use or assignment or subletting, and Landlord has the right to reasonable condition its consent, Landlord agrees to condition its consent on the holder of such leasehold agreeing to be subject to Tenant's exclusive hereunder.

To the fullest extent permitted by law and as a condition and inducement to Tenant to enter into this Lease, Landlord agrees that Landlord, will not lease, rent, occupy or permit to be occupied any space in the Center in violation of the Exclusive Uses and Prohibited Uses set forth on Exhibit "C" hereto so long as the same are still in effect and have not been waived by the benefitted tenant, or as otherwise prohibited by the REOA, without Tenant's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant hereby consents to Landlord leasing space in the Center to an eyeglass retail store so long as the same does not violate the REOA.

Landlord and Tenant agree that (a) no auction, fire or going-out-of-business sales shall be conducted in the Center except a going-out-of-business sale conducted during the last sixty (60) days of an existing retail operation except pursuant to court order, (b) no exterior identification signs attached to any building in the Center shall be (i) flashing, moving or audible signs or (ii) signs employing exposed neon tubes, exposed ballast boxes or exposed transformers, and (c) no sidewalk sales shall be allowed in the Center, except as otherwise permitting in any lease of the Center as of the date of the Lease.

## COMCAST/X-FINITY

Landlord shall not enter into any new lease (excluding any extension, renewal or amendment of a then existing lease) of any other space in the Shopping Center for the primary purpose of providing multichannel video services or comparable services for the delivery of video programming (e.g., cable, satellite, or Internet based video services), wired or wireless Internet access services, or wireline or wireless telephone services ("Tenant's Exclusive Use"), provided however, in no event shall Landlord be prohibited from entering into a lease for space in the Shopping Center with a retail tenant who sells pay "as you go", prepaid wireless telephones, accessories or related goods or services as an ancillary use to their business.

### GAMESTOP

Provided Tenant is open for business to the public and operating in accordance with this Lease, Landlord shall not, during the term of this Lease, or during any Renewal Period, lease, use, permit or consent to the use of any portion of the Shopping Center owned or leased by Landlord as a store whose principal business is the sale of new or used video games and video game systems, unless Tenant consents in writing thereto. The incidental sale of video game items in connection with the overall business of the other tenants in the Shopping Center shall not be a violation of this Section 28.22. As used herein, the term "incidental sale" shall mean the sale of video game products within an area not greater than one hundred fifty (150) square feet of space as surface display area of any one tenant. The restrictions and exclusions contained in this Section 28.22 shall not apply to (a) the Wal-Mart Super Store located at the Shops at Sterling Ponds; (b) existing tenants, or (c) tenants leasing greater than 10,000 square feet. Tenant acknowledges the current exclusive and prohibited uses described on the attached Exhibit D, and covenants and agrees that is shall observe and recognize all such uses and prohibitions. If Landlord intentionally leases any portion of the Shopping Center it owns in violation of this Section 28.22, (a "Violation") Tenant shall be entitled to a fifty (50%) percent reduction in the then current fixed Minimum Annual Rental, effective as of the date of the Violation and continuing until the date Landlord cures the Violation. If Landlord does not cure the Violation within four (4) months of the effective date of the Violation, Tenant shall have the right to terminate the Lease upon thirty (30) days written notice to Landlord, such notice to be delivered within fifteen (15) days of the expiration of the foregoing four (4) month period. Failure of Tenant to deliver such notice within the fifteen (15) day period shall be deemed a waiver of Tenant's right to terminate and the Lease shall continue in full force and effect. If Tenant timely exercises its right to terminate under this Section 28.22, Landlord shall reimburse Tenant for Tenant's unamortized Tenant improvement costs, amortized on a straight line basis over sixty (60) months.

### HIBACHI BUFFET

From and after the date of this Lease, at any time Tenant is not in default under the terms hereof and Tenant is open for business to the public and operating in accordance with the terms of this Lease, Landlord will not execute a lease (other than an extension or renewal of a then existing lease) which grants a tenant of the Shopping Center the right to operate a restaurant in which the principal business is the sale of Asian cuisine (Chinese, Japanese, Thai Vietnamese, etc.).

## PROHIBITED USES

1. Night club
2. Movie theater
3. Entertainment facility
4. Amusement park or pool or billiard hall
5. Amusement arcade or pinball or computer gameroom
6. Carnival or circus
7. Meeting Hall
8. Disco or dance hall
9. Catering Hall
10. Sporting event or other sports facility
11. Auditorium
12. Theater or any other like place of public assembly
13. Bar, tavern or cocktail lounge (except a bar inside, and incidental to and furthering the operation of, a restaurant as a high-quality, full service, sit-down family restaurant)
14. Processing or rendering plant
15. Establishment providing washing or repairing cars on site
16. Trailer or mobile home sales
17. Massage parlor
18. Health and physical fitness spas or clubs
19. Off-track betting operation
20. Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building
21. Any operation primarily used as a warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation
22. Any "second hand" store or "surplus store" or "close-out" store
23. Any mobile home park, trailer court, labor court, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during the periods of construction, reconstruction or maintenance)
24. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building)
25. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation
26. Any central laundry and/or dry cleaning plant; provided, however, this prohibition shall not be applicable to 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 leased premises is located
27. Any outdoor automobile, truck, trailer or recreational vehicle sales, leasing, display, storage or repair (not including radio or car phone installation)
28. Any bowling alley
29. Any skating rink
30. Any living quarters, sleeping apartments, or lodging rooms
31. Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops)
32. Any funeral home or mortuary
33. The operation of any establishment primarily engaged in selling, leasing, or exhibiting pornographic or indecent materials or the exhibit of pornographic or indecent performances
34. Any flea market
35. 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 or customer training by an occupant incidental to the conduct of its business at the Premises
36. Coin operated laundry services
37. Gas station

38. Live entertainment, stage productions and other entertainment: such as, but not limited to, a pizza restaurant with live entertainment, family entertainment, theatrical entertainment or video games
39. Office usage of any nature other than as incidental to a retail operation
40. Cafeteria
41. Restaurants that include entertainment such as, but not limited to, a pizza restaurant that specializes in live entertainment, family entertainment, theatrical entertainment, or video games
42. Any facility used for the sale of paraphernalia for use with illicit drugs
43. Medical or dental clinic
44. Seasonal retailers (e.g. holiday sales) that would impair parking availability
45. Any building, structure or business which is inconsistent with the operation of a first-class family-type, retail shopping center
46. Stores selling close outs, odd lot, overruns, second hand, defective goods or similar merchandise
47. Hotel or other lodging facility
48. Any use which would increase the existing rate or adversely affect any insurance policy of Landlord, or cause a cancellation of any such policy
49. Any "fast-food" restaurant (for example, McDonald's, Burger King, Wendy's or the like)