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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MICHELLE ANDERSEN
121 S 8TH ST., STE 1250
MINNEAPOLIS MN 55402
BY: DSA, DEPUTY - WI 16 P.

TYPE OF DOCUMENT:

Memorandum of Lease

PREPARER INFORMATION:

Target Corporation Law Department
1000 Nicollet Mall, TPS-3155
Minneapolis, MN 55403
Maggie Johannsen 612-696-0133

LANDLORD:

TPP 217 Taylorsville, LLC, a Delaware limited liability company

TENANT:

Target Corporation, a Minnesota corporation

RETURN TO:

First American Title Insurance Company
National Commercial Services
121 South 8th Street, Suite 1250
Minneapolis, MN 55402
NCS-958971-MPLS

LEGAL DESCRIPTION: See Attached Exhibit A

TAX PARCEL NUMBERS: Parcel 1: 21-15-176-010-0000, 21-15-176-013-0000, 21-15-176-016-0000, 21-15-176-017-0000, 21-15-176-021-0000, 21-15-176-022-0000, 21-15-176-023-0000, 21-15-176-024-0000, 21-15-176-025-0000, 21-15-176-027-0000, 21-15-176-030-0000, 21-15-176-033-0000, 21-15-176-034-0000, 21-15-176-035-0000, 21-15-176-036-0000, 21-15-151-031-0000, 21-15-151-032-0000, 21-15-151-033-0000, 21-15-327-002-0000, 21-15-327-003-0000, Parcel 2: 21-15-126-073-0000, 21-15-126-074-0000, 21-15-126-075-0000, 21-15-126-076-0000, 21-15-126-077-0000, 21-15-126-078-0000, 21-15-126-079-0000, 21-15-126-080-0000, 21-15-126-081-0000, 21-15-126-082-0000, 21-15-126-083-0000, 21-15-126-084-0000

This Instrument Prepared By:
Target Corporation Law Department
1000 Nicollet Mall, TPS-3155
Minneapolis, MN 55403

RECORD and RETURN TO:
Target Corporation Law Department
1000 Nicollet Mall (TPS-3155)
Minneapolis, MN 55403
Attn: Maggie Johanssen

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated August 22, 2019 (“**Effective Date**”), by and between TPP 217 TAYLORSVILLE LLC, a Delaware limited liability company (“**Landlord**”), having an address at 1717 Main Street, Suite 2600, Dallas, TX 75201, and TARGET CORPORATION, a Minnesota corporation (“**Tenant**”) having an address at Target Properties, Attn: Real Estate Portfolio Management/Taylorville, UT T-3376, 1000 Nicollet Mall, TPN 12H, Minneapolis, Minnesota 55403.

RECITALS:

A. Landlord is the owner of certain real property located at 5800 S. Redwood Road, Taylorsville, UT, which is more particularly described on the attached Exhibit A (the “**Land**”).

B. There has been or will be constructed on the Land a retail complex (collectively, the “**Building**”), together with other improvements and appurtenances all as shown on the site plan attached to the Lease (the “**Site Plan**”).

C. The Land, Building, and other improvements and appurtenances constructed on the Land are collectively referred to herein as the “**Property**”.

D. Pursuant to a Lease between Landlord and Tenant dated as of even date herewith (the “**Lease**”), Tenant has leased from Landlord portions of the Building consisting of approximately 92,000 square feet of floor area in the aggregate together with such other rights, easements, and appurtenances as more particularly described in the Lease (collectively, the “**Premises**”).

WITNESSETH:

For valuable consideration, and subject to the covenants and agreements set forth herein, Landlord and Tenant hereby agree as follows:

1. Definitions. Any capitalized term not otherwise defined herein has the same meaning ascribed to such term in the Lease.

2. **Demise of Premises.** Landlord has demised and leased the Premises unto Tenant and Tenant has accepted the Premises from Landlord upon the terms and conditions set forth in the Lease, together with all rights attaching, belonging, or pertaining to the Premises or to the Property, including (i) the exclusive right to use the Exclusive Areas and (ii) the non-exclusive right to use the Common Elements, all as described in the Lease.

3. **Expansion Right.** Landlord hereby grants to Tenant the option, at any time during the Term, to lease the Expansion Area on the terms and conditions more particularly set forth in Section 2.1(C) of the Lease.

4. **Term.** The initial Term of the Lease commences on the Effective Date and continues until 11:59 P.M. on the last day of the twentieth (20th) Lease Year. Tenant may, at its election, extend the Term for six (6) consecutive additional terms of five (5) Lease Years each.

5. **Setoff.** Rent and other amounts payable by Tenant are subject to offset and abatement in accordance with, and subject to, the Lease.

6. **Use.** Subject only to the use restrictions set forth in the attached Exhibit B, Tenant may use the Premises for any lawful use. Landlord may not impose any use restrictions with respect to the Lease during the Term.

7. **Use of Property.** The Lease contains specific permitted and restricted uses at the Property, including those in the attached Exhibit B and Exhibit C.

8. **REA.** The Property is subject to that certain Reciprocal Easement Agreement recorded in Book 10701 Page 7030-7090 on 8/10/2018 (the “**REA**”). The Lease places certain restrictions on the exercise of Landlord’s right under the REA all as more particularly set forth in the Lease, including (i) prohibiting Landlord from entering into or consenting to certain amendments, modifications, terminations, consents, or waivers, or (ii) creating additional covenants, conditions, restrictions, encumbrances, or other burdens on Tenant or the Premises.

9. **Incorporation.** In addition to those terms set forth above, the Lease contains other terms, conditions, provisions, covenants, representations, and warranties, all of which affect not only the Premises but also the balance of the Property, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants, and conditions. All of the foregoing are hereby incorporated into this Memorandum of Lease by reference as though fully set forth herein, and both the Lease and this Memorandum of Lease are deemed to constitute a single instrument. Nothing contained herein may be construed to amend, modify, amplify, interpret, or supersede any provision of the Lease.

10. **Counterparts.** This Memorandum of Lease may be executed in any number of counterparts, each of which, when executed and delivered will be deemed an original, and such counterparts together constitute one and the same instrument.

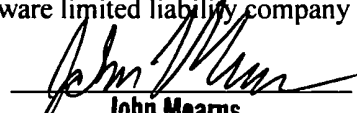
11. **Conflict.** If there is any conflict between the terms and conditions of the Lease and this Memorandum of Lease, the terms and conditions of the Lease control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first above written.

Landlord:

TPP 217 TAYLORSVILLE LLC,
a Delaware limited liability company

By: 

Name: John Mearns

Title: Vice President

Date: 8/23/2019

Tenant:

TARGET CORPORATION,
a Minnesota corporation

By: _____

Name: _____

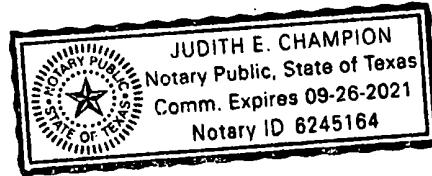
Title: _____

Date: _____

STATE OF Texas
COUNTY OF Dallas

The foregoing was acknowledged before me this 23rd day of August, 2019, by John Mearns, the Vice President of TPP 217 Taylorville, IL Delaware corporation, LLC as general partner of _____, a _____, who is personally known to me, or who produced _____ as identification.

Notary Public, State of Texas
Name: Judith E. Champion
My Commission Expires: 9/26/2021
Notary Seal:



STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, the _____ of Target Corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed and the free act of Target Corporation.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first above written.

Landlord:

TPP 217 TAYLORSVILLE LLC,
a Delaware limited liability company

By: _____

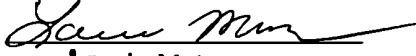
Name: _____

Title: _____

Date: _____

Tenant:

TARGET CORPORATION,
a Minnesota corporation

By: 

Name: Laurie Mahowald
Vice President

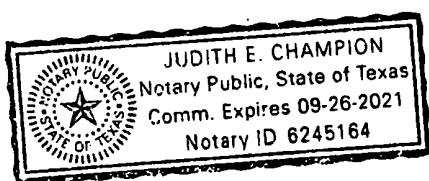
Title: Target Corporation

Date: August 22, 2019

STATE OF Texas
COUNTY OF Dallas

The foregoing was acknowledged before me this 23rd day of August, 2019, by John Mearns, the Vice President of TPP 217 Taylorville, IL Belmont Corporation, LLC as general partner of _____, a _____, who is personally known to me, or who produced _____ as identification.

Notary Public, State of Texas
Name: Judith E. Champion
My Commission Expires: 9/26/2021
Notary Seal:



STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, the _____ of Target Corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed and the free act of Target Corporation.

Notary Public
My Commission Expires:

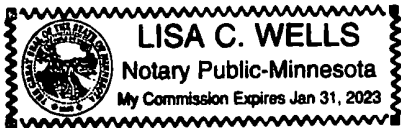
STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, _____, by _____, the _____ of _____, a _____ corporation, as general partner of _____, a _____, who is personally known to me, or who produced _____ as identification.

Notary Public, State of _____
Name: _____
My Commission Expires: _____
Notary Seal:

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 22 day of August, 2019, before me, the undersigned officer, personally appeared Laune Mahowald, the Vice President of Target Corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed and the free act of Target Corporation.



Lisa C. Wells
Notary Public
My Commission Expires: 01/31/2023

EXHIBIT A

Legal Description of Land

MIDVALLEY SOUTH PHASE:

A PARCEL OF LAND OWNED BY TPP 217 TAYLORSVILLE, LLC, BEING IN THE WEST HALF OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING IN THE COUNTY OF SALT LAKE, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD, AND ALSO BEING N00°02'55"W 248.46 FEET ALONG CENTER OF SECTION LINE (BASIS OF BEARING) AND N90°00'00"W 53.00 FEET, TO SAID WEST RIGHT-OF-WAY LINE AND S00°02'55"E 317.63 FEET ALONG SAID LINE, FROM THE CENTER OF SAID SECTION 15; THENCE RUNNING WESTERLY ALONG THE NORTH LINE OF INTERSTATE 215 THE FOLLOWING FOUR (4) COURSES: (1) THENCE S84°06'21"W 873.31 FEET, TO A POINT ON A NON-TANGENT 1045.92 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTER BEARING OF N05°53'42"W, (2) WESTERLY 326.07 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°51'44", (3) N76°43'15"W 375.07 FEET, AND (4) N67°15'40"W 138.90 FEET; THENCE N89°56'25"E 40.82 FEET; THENCE N0°02'55"W 49.01 FEET; THENCE S90°00'00"E 276.27 FEET; THENCE N00°00'00"W 114.36 FEET; THENCE S90°00'00"E 200.65 FEET; THENCE N00°00'00"W 98.71 FEET; THENCE N90°00'00"E 8.78 FEET; THENCE N00°00'00"W 168.43 FEET; THENCE S89°56'25"W 8.78 FEET; THENCE N0°02'55"W 338.23 FEET; THENCE N89°56'25"E 45.00 FEET, TO THE EAST LINE OF 1900 WEST STREET; THENCE N00°02'55"W ALONG SAID LINE 474.57 FEET, TO THE SOUTH LINE OF 5600 SOUTH STREET; THENCE N89°55'04"E ALONG SAID LINE 1123.00 FEET, TO A POINT ON THE WESTERLY LINE OF REDWOOD ROAD; THENCE S00°02'55" E ALONG SAID LINE 1312.36 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 1,663,886 S.F. OR 38.20 ACRES, MORE OR LESS.

MIDVALLEY NORTH PHASE:

BEGINNING AT A POINT ON THE SOUTH LINE OF 5400 SOUTH STREET, SAID POINT BEING SOUTH 89°53'41" WEST 660.00 FEET AND SOUTH 00°02'55" EAST 39.017 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°02'55" EAST 620.983 FEET; THENCE NORTH 89°53'41" EAST 406.50 FEET; THENCE SOUTH 00°02'55" EAST 114.00 FEET; THENCE NORTH 89°53'41" EAST 200.50 FEET TO THE WEST LINE OF REDWOOD ROAD; THENCE SOUTH 00°02'55" EAST 553.239 FEET ALONG THE WEST LINE OF REDWOOD ROAD TO THE NORTH LINE OF 5600 SOUTH STREET; THENCE SOUTH 89°55'04" WEST 1123.00 FEET ALONG THE NORTH LINE OF 5600 SOUTH STREET TO THE EAST LINE OF 1900 WEST STREET; THENCE ALONG THE EAST LINE OF 1900 WEST STREET THE NEXT 6 COURSES AND DISTANCES: NORTH 00°02'55" WEST 327.38 FEET; THENCE NORTHEASTERLY 163.04 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 09°17'35" EAST 162.32 FEET); THENCE NORTHEASTERLY 184.19 FEET ALONG THE ARC OF A 566.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS NORTH 09°18'43" EAST 183.38 FEET); THENCE NORTH 00°00'39" WEST 480.36 FEET; THENCE NORTH 04°04'27" EAST 70.18 FEET; THENCE NORTH 00°00'39" WEST 55.95 FEET TO THE SOUTH LINE OF 5400 SOUTH STREET; THENCE ALONG THE SOUTH LINE OF 5400 SOUTH STREET THE NEXT 3 COURSES AND DISTANCES: NORTHEASTERLY 253.94 FEET ALONG THE ARC OF AN 11,512.16 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS NORTH 88°31'35" EAST 253.94 FEET); THENCE NORTH 87°53'41" EAST 173.03 FEET; THENCE NORTHEASTERLY 27.649 FEET ALONG THE ARC OF AN 11,406.16 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 87°57'51" EAST 27.648 FEET), TO THE POINT OF BEGINNING, AND CONTAINING 998,062 SQUARE FEET, 22.9124 ACRES, MORE OR LESS.

LESS AND EXCEPT THE CHICK-FIL-A PARCEL DESCRIBED BELOW

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°02'55" EAST 821.26 FEET ALONG THE SECTION LINE AND PERPENDICULARLY SOUTH 89°57'05" WEST 79.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°07'57" EAST 154.35 FEET;

THENCE SOUTH 89°54'58" WEST 242.19 FEET;

THENCE NORTH 00°07'59" WEST 123.50 FEET;

THENCE NORTH 20°07'37" WEST 19.77 FEET;

THENCE NORTH 00°07'59" WEST 13.45 FEET;

THENCE SOUTH 89°48'55" EAST 248.96 FEET TO THE POINT OF BEGINNING.

CONTAINS 37,675 SQUARE FEET OR 0.865 ACRES.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION DESCRIBED IN WARRANTY DEED TO THE UTAH DEPARTMENT OF TRANSPORTATION, RECORDED MARCH 8, 2019, AS ENTRY NO. 12946431, IN BOOK 10758 AT PAGE 8504 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NE1/4 NW1/4 OF SECTION 15, T.2S., R.1W., S.L.B&M., FOR THE CONSTRUCTION OF IMPROVEMENTS INCIDENT TO THE SR-173, BANGERTER HWY TO 1500 WEST PROJECT, KNOWN AS PROJECT NUMBER F-0173(37)5.:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SR-173 (5400 SOUTH STREET), WHICH POINT IS ALSO 972.30 FEET S.89°53'41"W. ALONG THE SECTION LINE AND 49.34 FEET S.00°02'55"E. AND 127.69 FEET S.88°46'03"W. FROM THE NORTH QUARTER CORNER OF SAID SECTION 15, WHICH POINT IS ALSO 53.00 FEET RADIALLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, AT ENGINEER STATION 108+92.00; THENCE S.45°29'14"W. 20.28 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND EASTERLY RIGHT OF WAY LINE OF 1900 WEST STREET, WHICH POINT IS ALSO 67.00 FEET RADIALLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, AT ENGINEER STATION 108+77.39; THENCE ALONG SAID BOUNDARY AND RIGHT OF WAY LINE N.00°00'39"W. 14.00 FEET TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID SR-173 (5400 SOUTH STREET); THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND SAID RIGHT OF WAY LINE WESTERLY 14.47 FEET ALONG THE ARC OF A 11,512.16-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°04'19", THE CHORD OF WHICH BEARS N.89°07'21"E. 14.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE AT THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ABOVE BEARINGS 00°15'36" CLOCKWISE TO EQUAL PROJECT BEARINGS.)

EXHIBIT B

Prohibited Uses (including Premises)

The Property (for the avoidance of doubt, including the Premises) may only be used for Retail Use, and no use is permitted at the Property that is inconsistent with the operation of a first-class retail development or the REA. No portion of the Property may be used in a manner that (i) constitutes a public or private nuisance or (ii) otherwise interferes with the safety or peaceful possession of Occupants and/or their Permittees. Landlord shall not allow any other Occupant to use its premises in a manner that may compromise the structural integrity of the Property or require any changes in the design and/or structural capacities of the Premises. Without limiting the generality of the foregoing, the following uses are not permitted at the Property during the Term:

1. Any use that emits an obnoxious odor, obnoxious noise, or obnoxious sound that can be heard or smelled outside of any Occupant space at the Property.
2. An operation primarily used as a storage warehouse operation or any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation.
3. Any "second hand" store, any operation selling "surplus" or "salvage" goods, or pawn shop, except for upscale resale store concepts that are commonly found in first-class shopping centers such as those currently operated by Plato's Closet, Play it Again Sports, or Once Upon a Child, and Uptown Cheapskate.
4. Any dumping, disposing, incineration or reduction of garbage, but this prohibition does not apply to (i) garbage compactors or other garbage collection areas or facilities located in designated service areas not visible to customers visiting the Premises or (ii) recycling centers that may be required by Governmental Requirements.
5. Any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation.
6. Any (i) automobile, truck, trailer or recreational vehicle sales, leasing or display operation, (ii) car wash or (iii) body shop or repair operation. This prohibition shall not apply to the North Phase.
7. Any (i) automotive service/repair station, or (ii) facility that both sells and installs any lubricants, tires, batteries, transmissions, brakes or any other similar vehicle accessories. This prohibition shall not apply to the North Phase.
8. Any hotel, motel, or short or long term residential use, including single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments, or lodging rooms, except that a hotel is permitted on Lot 2 of the South Phase of the Property. The foregoing prohibition shall also not apply to the North Phase.
9. Any bowling alley or skating rink. This prohibition shall not apply to the North Phase.

10. Any movie theater or live performance theater. This prohibition shall not apply to the North Phase.

11. Any veterinary hospital or animal raising or boarding facility, unless located within the Premises or at least three hundred (300) feet from the Premises, but pet shops may offer veterinary or boarding services incidental to the operation of a pet shop, provided (i) the boarding of pets as a separate customer service is prohibited; (ii) all kennels, runs and pens must be located inside the Building; and (iii) the combined incidental veterinary and boarding facilities may not occupy more than fifteen percent (15%) of the Floor Area of the pet shop. The foregoing prohibition on a veterinary hospital shall not to apply to the North Phase.

12. Any mortuary or funeral home.

13. Any establishment selling or exhibiting obscene or sexually explicit material.

14. Any establishment that sells or exhibits illicit drugs or related paraphernalia.

15. Any strip club, restaurant, or other operation whose personnel wear a uniform or attire that a reasonable person would consider to be sexually provocative (e.g., Hooters, Tilted Kilt).

16. Any bar, tavern, restaurant, or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross revenues of such business, other than a bar primarily devoted to the sale of wine, provided any of such uses in all cases are located within the Premises or more than three hundred (300) feet from the Premises. This prohibition shall not apply to the North Phase.

17. Any health spa, fitness center, or workout facility exceeding three thousand five hundred (3,500) square feet of Floor Area, unless located within the Premises or more than three hundred (300) feet from the Premises.

18. Any massage parlor or similar establishment (but the provision of therapeutic massages as part of a first-class health or beauty spa operation or by professional health care providers is permitted).

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

20. Any gambling facility or operation, including: 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.

21. Any central laundry, dry cleaning plant, or laundromat, but this restriction is not intended to prevent the operation of an on-site service oriented solely to pickup and delivery of clothing by the ultimate consumer, with no washing or processing facilities upon the Property, as the same may be found in retail shopping centers in the Metropolitan Area.

22. Any training or educational facility, including: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers, but this prohibition is not applicable to on site employee training by an Occupant incidental to the conduct of its business at the Property, except for national or regional educational concepts that are commonly found in first-class shopping centers such as Sylvan Learning Center, Kumon or Mathnasium, in each case, of less than 3,000 square feet. This prohibition shall not apply to the North Phase.

23. Any firearms testing or firing range, or the sale or display of any type of firearms or ammunition, except that a sporting goods retailer may sell and display firearms and ammunition as an incidental part of its business.

EXHIBIT C

Prohibited Uses (except Premises)

The following uses are prohibited upon all portions of the Property except the Premises:

(1) Any sale of pharmaceutical drugs requiring the services of a licensed pharmacist. The prohibition in this Section (1) will automatically expire if, after the Rent Commencement Date, no pharmaceutical drugs are sold from the Premises for a period in excess of twelve (12) continuous months, but such period will not start until after any period of construction, repair, or remodeling ends.

(2) Any sale of food and/or non-alcoholic beverages for off-premises consumption, except that stores with no more than the lesser of (i) 500 square feet of Floor Area, or (ii) 10% of its Floor Area, devoted to the display for sale of such products are not prohibited. One-half of the aisle space adjacent to any display of such products shall also be included in calculating Floor Area for purposes of this Section (2). Restaurants (including the incidental sale of prepared foods intended for off-premises consumptions in connection therewith) are not prohibited. The prohibition in this Section (2) will automatically expire if, after the Rent Commencement Date, food or beverages are not sold from the Premises for a period in excess of twelve (12) continuous months, but such period will not start until after any period of construction, repair, or remodeling ends.

(3) Any General Merchandise Use.

(4) Any store, department, service, or operation within the Property that identifies, in any manner that is visible from the exterior of any building, any retailer that operates a General Merchandise Use anywhere in the United States (via its name or symbol or any derivative thereof).

(5) Any beauty specialty store or beauty-retail concept store such as those operated on the Effective Date under the trade name ULTA or Sephora; provided, however, no more than one (1) professional beauty supply store of less than 3,000 square feet of Floor Area such as Sally Beauty or Armstrong McCall, shall be permitted in the South Phase of the Property. The prohibition in this Section (6) will automatically expire if, after the Rent Commencement Date, beauty aids are not sold from the Premises for a period in excess of twelve (12) continuous months, but such period will not start until after any period of construction, repair, or remodeling ends.

(6) Any sale of alcoholic beverages for off-premises consumption.

(7) Any storing, selling, dispensing, or distributing Marijuana Products by prescription, medical recommendation or otherwise. "Marijuana Products" means marijuana or products for human consumption (including food and beverages) containing marijuana, THC or similar intoxicating derivatives, chemicals or substances, whether natural or synthetic.

(8) Any toy store, other than a specialty store of less than 5,000 square feet of Floor Area specializing in the sale of learning related toys. The prohibition in this Section (8) will automatically expire if, after the Rent Commencement Date, toys are not sold from the Premises for a period in excess of twelve (12) continuous months, but such period will not start until after any period of construction, repair, or remodeling ends.

(9) Any pet shop within one hundred seventy-five (175) feet of the Premises.

(10) Any gas station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel in the South Phase of the Property.

(11) Any store operating primarily as a "dollar" store or other similar variety discount type store, such as those operated on the Effective Date under the trade name Dollar Tree, Family Dollar, 99 cents Only, or Five Below, operating in the South Phase of the project; provided however, that the prohibition in this Section (11) shall not apply to Landlord's existing lease with Dollar Tree (including the currently existing term and any future renewals thereof) located in the South Phase of the Shopping Center.

The prohibitions in Sections (3), (4) and (6) above will automatically expire if, after the Rent Commencement Date, if a general merchandise store or discount department store (such as "Target") is not operated from at least ten thousand (10,000) square feet of the Premises for a period in excess of twelve (12) continuous months, but such period will not start until after any period of construction, repair, or remodeling ends (one-half of the aisle space adjacent to any shelving or display case used for the retail display of such products will be included in calculating Floor Area for such purposes).

Notwithstanding that the prohibitions above (collectively, the "Food/General Merchandise Exclusives") may not currently be enforceable with respect to an Existing Lease (and for avoidance of doubt, Landlord shall not be deemed to have violated any such prohibitions to the extent they are not currently enforceable with respect to an Existing Lease), Landlord must: (i) enforce each Existing Lease to effectuate the Food/General Merchandise Exclusives to the extent the Existing Lease allows (by way of example only, Landlord must not (a) permit or agree to an expansion of the premises that allows for a use that violates the Food/General Merchandise Exclusives if Landlord has the right to withhold such permission or agreement, (b) permit or agree to the change of a permitted use by any such tenant or its successors or assigns to a use that violates the Food/General Merchandise Exclusives if Landlord has the right to withhold such permission or agreement, or (c) permit or agree to an assignment or sublease of an Existing Lease to an assignee or subtenant who is permitted to use such premises for a use that violates the Food/General Merchandise Exclusives if Landlord has the right to withhold such permission or agreement) and (ii) not extend the Existing Lease (beyond those currently existing renewals provided for in the Existing Lease) without making such Existing Lease subject to the Food/General Merchandise Exclusives.