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10/18/2022 02:25 PM By: tpham Fees: \$68.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MERIDIAN TITLE COMPANY
64 E WINCHESTER STSALT LAKE CITY, UT 841075600

When recorded, return to:

Anthem Center, LLC
10610 South Jordan Gateway, Suite 110
South Jordan, Utah 84095
Attn: Cory Gust

RESTRICTIVE/EXCLUSIVE USE AGREEMENT

THIS RESTRICTIVE/EXCLUSIVE USE AGREEMENT (this "**Agreement**") is made and entered into as of this 13th day of October, 2022, by and between ANTHEM CENTER, LLC, a Utah limited liability company (hereinafter "**Anthem Center**"), ANTHEM RETAIL 2, LLC, a Utah limited liability company (hereinafter "**Anthem Retail 2**"), ANTHEM RETAIL 3, LLC, a Utah limited liability company (hereinafter "**Anthem Retail 3**"); and together with Anthem Center and Anthem Retail 2, individually and collectively, as the context may require, "**Anthem**").

RECITALS

A. Anthem Center is the owner of those certain parcels of real property located in Herriman City, Salt Lake County, Utah, more particularly described on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "**Anthem Center Property**").

B. Anthem Retail 2 is the owner of certain real property located in Herriman City, Salt Lake County, Utah, more particularly described on **Exhibit "A-2"** attached hereto and incorporated herein by reference (the "**Anthem Retail 2 Property**").

C. Anthem Retail 3 is the owner of certain real property located in Herriman City, Salt Lake County, Utah, more particularly described on **Exhibit "A-3"** attached hereto and incorporated herein by reference (the "**Anthem Retail 3 Property**"; and together with the Anthem Center Property and the Anthem Retail 2 Property, individually and collectively, as the context may require, the "**Anthem Property**").

D. Anthem Center, or its successor in interest, intends to sell to a third party ("**Panda**") a portion of the Anthem Center Property which is more particularly described on **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Panda Parcel**").

E. Anthem Center, or its successor in interest, intends to sell to a third party a portion of the Anthem Center Property which is more particularly described on **Exhibit "C"** attached hereto and incorporated herein by reference (the "**Pet Suites Parcel**").

F. Anthem Center, or its successor in interest, intends to sell to a third party a portion of the Anthem Center Property which is more particularly described on **Exhibit "D"** attached hereto and incorporated herein by reference (the "**Slackwater Parcel**").

G. Anthem Center, or its successor in interest, intends to sell to a third party a portion of the Anthem Center Property which is more particularly described on **Exhibit "E"** attached hereto and incorporated herein by reference (the "**Salon Parcel**").

H. Anthem Center, or its successor in interest, intends to sell to a third party a portion of the Anthem Center Property which is more particularly described on **Exhibit "F"** attached hereto and incorporated herein by reference (the "**Metacog Parcel**").

I. Anthem has agreed to enter into this Agreement restricting certain uses on the Anthem Property, the Panda Parcel, the Pet Suites Parcel, the Slackwater Parcel, the Metacog Parcel and the Salon Parcel.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, it is mutually agreed as follows:

1. Restriction on use.

(a) Subject to the rights of existing tenants of the Anthem Property as of December 23, 2021 (as listed on **Exhibit "G"**), so long as Panda has constructed a building on the Panda Parcel and the operation of a business which sells Chinese Food (defined below) has commenced on the Panda Parcel, and so long as Panda or its tenant has not ceased the sale of Chinese Food on the Panda Parcel for a period in excess of twelve (12) consecutive months (except any closure due to force majeure, casualty, condemnation, repair, renovation, or remodeling so long as Panda or its tenant has commenced and is diligently seeking to mitigate such event or completing such work), Anthem shall not allow the respective Anthem Property to be used for the sale of Chinese Food (collectively, the "**Panda Restrictive Covenants**"). The Panda Restrictive Covenants shall not apply to a tenant or an occupant in the Shopping Center that has executed a lease as of December 23, 2021, and disclosed to Panda in writing, or any tenant occupying more than 5,000 square feet whose business is to conduct sit down Chinese Food restaurants or who is not primarily engaged in the sale of Chinese Food. The term "Chinese Food" means dishes and/or food generally recognized as Chinese food, including but not limited to Chow Mein, fried rice, orange chicken, crispy almond chicken, string bean chicken, honey sesame chicken, sweet fire chicken, black pepper angus steak, kung pao chicken, black pepper chicken, broccoli beef, honey walnut shrimp, spring rolls, egg rolls, cream cheese Rangoon, and fortune cookies. The term "primarily engaged" means a tenant or an occupant receives more than fifteen percent (15%) of its gross revenues from its premises in the Shopping Center from the sale of Chinese Food.

(b) Unless otherwise consented to by the Applicable Owner (defined below) in writing, no portion of the Panda Parcel may be used in violation of any of the uses described on **Exhibit "G"** attached hereto and made a part hereof; provided, however, the uses listed on **Exhibit "G"** in paragraphs 5 (Mo'Bettahs), 12 (Ethereal Salon), 13 (Einstein's) and 14 (Metacog) on **Exhibit "G"** shall not apply to the Panda Parcel.

(c) Anthem shall not permit any tenant, occupant or user of any portion of the Anthem Property (the "Occupants") owned or managed by Anthem to materially interfere with operations upon, access to, or visibility of the Panda Parcel, including Panda's building and signage. Panda shall not materially interfere with operations upon, access to, or visibility by the Occupants of the Anthem Property, including such Occupants building and signage.

(d) Unless otherwise consented to by the Applicable Owner in writing, no portion of the Pet Suites Parcel may be used in violation of any of the uses described on **Exhibit "G"** attached hereto and made a part hereof; provided, however, the uses listed on **Exhibit "G"** in paragraphs 13 (Einstein's) and 14 (Metacog) shall not apply to the Pet Suites Parcel.

(e) Unless otherwise consented to by the Applicable Owner in writing, no portion of the Slackwater Parcel may be used in violation of any of the uses described on **Exhibit "G"** attached hereto and made a part hereof; provided, however, the uses listed on **Exhibit "G"** in paragraphs 13 (Einstein's) and 14 (Metacog) shall not apply to the Slackwater Parcel.

(f) Unless otherwise consented to by the Applicable Owner in writing, no portion of the Salon Parcel may be used in violation of any of the uses described on **Exhibit "G"** attached hereto and made a part hereof; provided, however, the uses listed on **Exhibit "G"** in paragraphs 12 (Ethereal Salon), 13 (Einstein's) and 14 (Metacog) shall not apply to the Salon Parcel.

(g) Unless otherwise consented to by the Applicable Owner in writing, no portion of the Metacog Parcel may be used in violation of any of the uses described on **Exhibit "G"** attached hereto and made a part hereof; provided, however, the listed on **Exhibit "G"** in paragraph 14 (Metacog) shall not apply to the Metacog Parcel.

2. Enforcement.

(a) Applicable Owner. Anthem Center with respect to each of the uses listed on **Exhibit "G"**, and each of (i) the owner of the real property described as Lots 303 and 304 Anthem Commercial 3rd Amended Subdivision, Amending Lots 2 Thru 5 of Anthem Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder (the "**Anthem Retail Owner**"), with respect to the uses described on **Exhibit "G"** in paragraphs 2 (Sports Clips), 3 (Anthem Nails), 4 (Trailside), 5 (Mo' Bettahs), 7 (Tony Burgers), 8 (Brooker), 10 (Organically White), and 11 (Music School), (ii) Anthem Retail 2 (or its successor in interest) with respect to the Anthem Retail 2 Property, with respect to the uses described on **Exhibit "G"** in paragraph 6 (Ziggi's), (iii) Anthem Retail 3 (or its successor in interest) with respect to the Anthem Retail 3 Property, with respect to the uses described on **Exhibit "G"** in paragraphs 9 (La Fountain) and paragraph 12 (Einstein's), (iv) Panda with respect to the Panda Restrictive Uses, (v) the owner of the Salon Parcel, with respect to the uses described on **Exhibit "G"** in paragraph 12 (Ethereal Salon) (the "**Salon Parcel Owner**"), (vi) the owner of the Metacog Parcel with respect to the uses described on **Exhibit "G"** in paragraph 14 (Metacog) (the "**Metacog Parcel Owner**") and together with Anthem Center, Anthem Retail Owner, Anthem Retail 2, Anthem Retail 3, Panda, the Salon Parcel Owner and the Metacog Parcel Owner, each, as applicable, the "**Applicable Owner**"), shall have the right to enforce the restrictive uses contained herein as provided in subsection (b) below.

(b) Enforcement. Each Applicable Owner shall have the right to enforce by proceedings at law or in equity, all of the terms, provisions, covenants, conditions and restrictions of this Agreement with respect to the real property owned by the Applicable Owner, including the right to prevent the violation of any of the same and the right to recover damages or other amounts for such violation. Failure of an Applicable Owner to enforce any term, provision, covenant, condition or restriction of this Agreement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or of any other term, provision, covenant, condition or restriction herein contained.

3. Miscellaneous.

(a) Termination and Modification. This Agreement may be terminated or modified only by an instrument signed by the Parties, their respective successors or assigns, and recorded in the official records of the Salt Lake County Recorder.

(b) Severability. If any term, provision, covenant, condition or restriction of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, conditions and restrictions of this Agreement and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(c) Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, provisions, covenants, conditions or restrictions contained herein.

(d) Interpretation. Whenever the context requires in construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar import) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

(e) Governing Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

(f) Attorneys' Fees and Costs. In the event any action or proceeding shall be instituted in connection with this Agreement, the losing party(ies) shall pay to the prevailing party(ies) a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment.

(g) Rights of Successors and Assigns. The covenants, conditions, restrictions, benefits and obligations hereunder shall be perpetual and shall create mutual benefits and servitudes upon the Anthem Property, the Panda Parcel, the Salon Parcel, the Slackwater Parcel, the Pet Suites Parcel, and the Metacog Parcel that run with the land. This Agreement shall bind and inure to the benefit of the Applicable Owner and Applicable Owners having any right, title or interest in the Anthem Property, the Panda Parcel, the Salon Parcel, the Slackwater Parcel, the Pet Suites Parcel, as applicable, and their respective successors and assigns.

h. Mortgagee Protection Provision. The breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Anthem Property, the Panda Parcel, the Salon Parcel, the Slackwater Parcel, the Pet Suites Parcel that is made in good faith and for value; provided, however, that all of the covenants, conditions and restrictions contained herein shall be binding upon and effective against the party whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

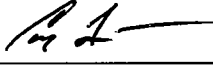
i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall be deemed to constitute one and the same instrument and shall be effective upon execution of any one (1) or more of such counterparts by each of the Parties hereto and delivery of one (1) or more of such counterparts to the other Party.

[signature page follows]


IN WITNESS WHEREOF, Anthem has executed this Agreement as of the day and year first above written.

ANTHEM CENTER, LLC, a Utah limited liability company,
by its managers

Arbor Commercial Real Estate L.L.C., a Utah limited liability
company

By: 
Name: CORY GUST
Title: MANAGER


Anthem Commercial, LLC, a Utah limited liability company

By: 
Name: RYAN BUTTON
Title: MANAGER

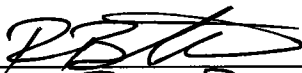
ANTHEM RETAIL 2, LLC, a Utah limited liability company,
by its manager,

Anthem Center, LLC, a Utah limited liability company, by its
managers

Arbor Commercial Real Estate L.L.C., a Utah limited liability
company

By: 
Name: CORY GUST
Title: MANAGER


Anthem Commercial, LLC, a Utah limited liability company

By: 
Name: RYAN BUTTON
Title: MANAGER


ANTHEM RETAIL 3, LLC, a Utah limited liability company,
by its manager,

Anthem Center, LLC, a Utah limited liability company, by its
managers

Arbor Commercial Real Estate L.L.C., a Utah limited liability
company

By: 
Name: CORY GUST
Title: MANAGER

Anthem Commercial, LLC, a Utah limited liability company

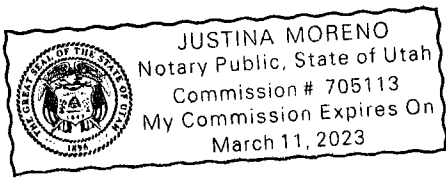
By: 
Name: RYAN BURTON
Title: MANAGER

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 13 day of October, 2022, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Cory Gust, MANAGER (title) of ARBOR COMMERCIAL REAL ESTATE L.L.C., a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



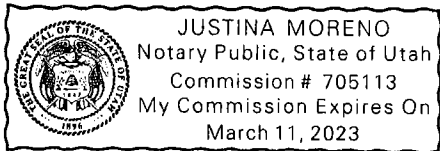
Justina Moreno
NOTARY PUBLIC

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 13 day of October, 2022, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Cory Gust, MANAGER (title) of ARBOR COMMERCIAL REAL ESTATE L.L.C., a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, the manager of Anthem Retail 2, LLC, a Utah limited liability company, the signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



Justina Moreno
NOTARY PUBLIC

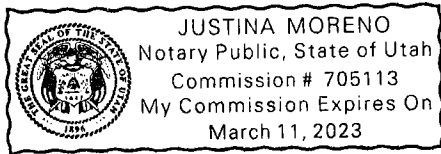
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

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Justina Moreno
NOTARY PUBLIC



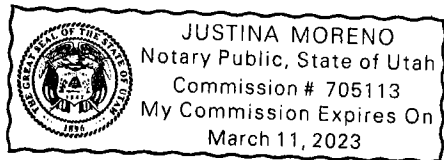
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 13 day of October, 2022, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, RYAN BUTTON, MANAGER (title) of ANTHEM COMMERCIAL, LLC, a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.

Justina Moreno
NOTARY PUBLIC



STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 13 day of October, 2022, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, RYAN BUTTON, MANAGER (title) of ANTHEM COMMERCIAL, LLC, a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, the manager of Anthem Retail 2, LLC, a Utah limited liability company signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.

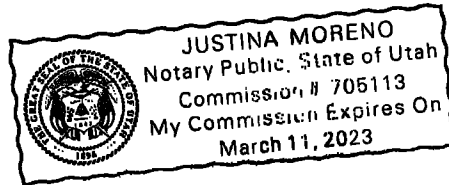
Justina Moreno

NOTARY PUBLIC

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)



On this 13 day of October, 2022, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, RYAN BUTTON, MANAGER (title) of ANTHEM COMMERCIAL, LLC, a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, the manager of Anthem Retail 3, LLC, a Utah limited liability company signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.

Justina Moreno

NOTARY PUBLIC

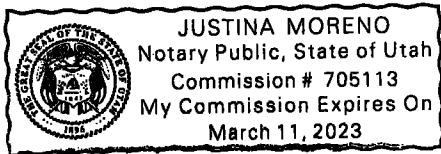


EXHIBIT "A-1"

Description of the Anthem Center Property

Lot 502, 503, 505 Anthem Commercial 5th Amended Subdivision, Amending Lot 307 of Anthem Commercial 3rd Amended Subdivision AND Lot 405 Anthem Commercial 4th Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Lot 310 Anthem Commercial 3rd Amended Subdivision , Amending Lots 2 Thru 5 of Anthem Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Lots 901 and 902 Anthem Commercial 9th Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder

Lot 701 and 702 Anthem Commercial 7th Amended Subdivision, Amending Lots 501 and 506 of Anthem Commercial 5th Amended Subdivision, according to the plat thereof recorded June 6, 2022 as Entry No. 13965802 in Book 2022P of Plats at Page 135 in the office of the Salt Lake County Recorder.

EXHIBIT "A-2"

Description of the Anthem Retail 2 Property

Lot 504, Anthem Commercial 5th Amended Subdivision, Amending Lot 307 of Anthem Commercial Lot 504, Anthem Commercial 5th Amended Subdivision, Amending Lot 307 of Anthem Commercial to the plat thereof as recorded in the office of the Salt Lake County Recorder.

EXHIBIT "A-3"

Description of the Anthem Retail 3 Property

Lot 601 Anthem Commercial 6th Amended Subdivision, Amending Lots 305 & 306 of Anthem Commercial 3rd Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

EXHIBIT "B"

Description of Panda Parcel

PARCEL 1:

Lot 701, Anthem Commercial 7th Amended Subdivision, Amending Lots 501 and 506 of Anthem Commercial 5th Amended Subdivision, according to the plat thereof recorded June 6, 2022 as Entry No. 13965802 in Book 2022P of Plats at Page 135 in the office of the Salt Lake County Recorded.

PARCEL 2:

Non-exclusive easements appurtenant to Parcel 1, as set forth in Declaration of Easement and Conditions, recorded April 23, 2019, as Entry No. 12973216, in Book 10772, at Page 8661, as amended by First Amendment to Declaration of Easements and Conditions, recorded August 13, 2019, as Entry No. 13051013, in Book 10815, Page 8588, as amended by Supplement to Declaration of Easements, recorded June 30, 2020, as Entry No. 13314863, in Book 10971, Page 2551, as amended by Supplement to Declaration

EXHIBIT "C"

Description of Pet Suites Parcel

Lot 902, Anthem Commercial 9th Amended Subdivision, Amending Lot 309 of Anthem Commercial 3rd Amended Subdivision, according to the plat thereof recorded April 1, 2019 in the office of the Salt Lake County Recorder.

EXHIBIT "D"

Description of Slackwater Parcel

**Anthem Commercial 8th Amended
Proposed Lot 803**

Beginning at a point being South 89°53'31" East 2,408.15 feet along the section line and South 1,958.49 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 87°14'23" East 177.30 feet;
thence South 03°03'40" East 344.00 feet;
thence South 88°19'19" West 179.14 feet;
thence North 02°45'37" West 340.61 feet to the point of beginning.

EXHIBIT "E"

Description of Salon Parcel

Lot 901, Anthem Commercial 9th Amended Subdivision, Amending Lot 309 of Anthem Commercial 3rd Amended Subdivision, according to the plat thereof recorded April 1, 2019 in the office of the Salt Lake County Recorder

EXHIBIT "F"

Description of Metacog Parcel

Lot 503, Anthem Commercial 5th Amended Subdivision, Amending Lot 307 of Anthem Commercial 3rd Amended Subdivision and Lot 405 of the Anthem Commercial 4th Amended Subdivision according to the plats thereof recorded in the office of the Salt Lake County Recorder.

EXHIBIT "G"

1. Provisions set forth in the Declaration of Easements and Conditions dated April 23, 2019 and recorded in the Salt Lake County Recorder's Office as Document 12973216 (as amended)
2. Sport's Clips. Landlord shall not lease retail space within Phase II of the Shopping Center to a tenant whose annual sales from providing haircuts exceed twenty percent (20%) of such tenant's business.
3. Anthem Nails. Landlord shall not lease retail space within the Lots 302, 303, 305, 306, 307, 308 and 309 of Anthem Commercial Third Amended Subdivision, Amending Lots 2 thru 5 of Anthem Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder as shown on (Exhibit "A") to a tenant who primarily engages in the sale of or specializing in the sale of nail pedicures and manicures. ("Tenant's Exclusive Use"). For purposes hereof, "primarily engages" means a party receives more than twenty percent (20%) of its revenues from nail pedicures and manicures.
4. Trailside. Landlord agrees that it shall not sell to any user or lease to any tenant whose Primary Business Use is the operation of pick up and drop up service for offsite dry cleaning ("Tenant's Exclusive Use") on parcels 302, 303, 304, 305, 306, 307, 308 & 309. "Primary Business Use" for purposes of this section means gross sales which constitute more than ten percent (10%) of the total gross sales from such tenant or owner within its premises.
5. Mo'Bettahs. Landlord agrees that it shall not sell to any user or lease to any tenant or enter into any other form of agreement with any occupant in the Shopping Center whose primary business use is from the sale of Hawaiian barbeque and similar restaurants ("Tenant's Exclusive Use"), including, without limitation, Teriyaki Bowl, Panda Express, Rumbi Island Grill, L&L Hawaiian Grill, Tiki Island Kitchen, LOL Hawaiian Grill, Ohana Grill, Sweet's Hawaiian Grill, Kokonut Hawaiian Grill, LoLo Hawaiian BBQ, 808 Hawaiian Grill, Gnarley's Hawaiian Grill, and L&L BBQ. "Primary business use" for purposes of this section means gross sales which constitute more than ten percent (10%) of the total gross sales from such tenant or owner or occupant within its premises in the Anthem Commercial Center. As per MoBettah Lease Use Restriction only applies to parcels 303 & 304 of the 3rd Amended Recorded Plat, Use Restriction is not applicable to any Lot 501 at the Anthem Center.
6. Ziggi's Coffee. Landlord agrees that it shall not sell to any user or lease to any tenant or enter into any other form of agreement with any occupant in the Shopping Center whose primary business use is from the sale of coffee's, teas, and smoothies ("Tenant's Exclusive Use"). "Primary business use" for purposes of this section means gross sales which constitute more than ten percent (10%) of the total gross sales from such tenant or owner or occupant within its premises in the Anthem Commercial Center.
7. Tony Burgers. Landlord agrees that it shall not sell to any user or lease to any tenant or enter into any other form of agreement with any occupant in the Shopping Center whose primary business use is from the sale of hamburgers ("Tenant's Exclusive Use"), "Primary

business use" for purposes of this section means gross sales which constitute more than fifteen percent (15%) of the total gross sales from such tenant or owner or occupant within its premises in the Anthem Commercial Center.

8. Brooker. Landlord agrees that it shall not sell to any user or lease to any tenant or enter into any other form of agreement with any occupant in the Shopping Center whose primary business use is from the sale of ice cream/frozen desserts ("Tenant's Exclusive Use"). "Primary business use" for purposes of this section means gross sales which constitute more than fifteen percent (15%) of the total gross sales from such tenant or owner or occupant within its premises in the Anthem Commercial Center.
9. La Fountain. Landlord agrees that it shall not lease to any tenant in the Shopping Center whose primary business use is from the sale of Mexican food ("Tenant's Exclusive Use"). "Primary business use" for purposes of this section means gross sales which constitute more than fifteen percent (15%) of the total gross sales from such tenant or owner or occupant within its premises in the Shopping Center. Tenant's Exclusive Use shall not apply to any tenant, its successors, replacements or assigns in the Shopping Center with whom Landlord or its affiliates have a fully executed lease, or any purchaser with whom Landlord or its affiliates have executed a purchase agreement, as of the date of full execution of this Lease, including, without limitation, Taco Bell. Notwithstanding the foregoing to the contrary, one (1) fast casual Mexican food user such as or similar to Café Rio shall be allowed on any area of parcel 310 of the 3rd amended subdivision plat.
10. Organically White. Landlord agrees that it shall not lease to any tenant in the Shopping Center whose primary business use is from the sale of teeth whitening products ("Tenant's Exclusive Use"). "Primary business use" for purposes of this section means gross sales which constitute more than ten percent (10%) of the total gross sales from such tenant or owner or occupant within its premises in the Shopping Center. Tenant's Exclusive Use shall not apply to any tenant, its successors, replacements or assigns in the Shopping Center with whom Landlord or its affiliates have a fully executed lease, or any purchaser with whom Landlord or its affiliates have executed a purchase agreement, as of the date of full execution of this Lease, including, without limitation, Brian Borg DDS.
11. Music School. (a) From and after the date of this Lease and during the Term of this Lease, and provided Tenant is open and operating the Premises during normal business hours as a music school and no Event of Default then exists, and there has been no change in the Permitted Use, Landlord agrees that it shall not lease to any tenant in the Shopping Center whose primary business is a music training school ("Tenant's Exclusive Use"). "Primary business use" for purposes of this section means gross sales which constitute more than ten percent (10%) of the total gross sales from such tenant or owner or occupant within its premises in the Shopping Center. Tenant's Exclusive Use shall not apply to any tenant, its successors, replacements or assigns in the Shopping Center with whom Landlord or its affiliates have a fully executed lease, or any purchaser with whom Landlord or its affiliates have executed a purchase agreement, as of the date of full execution of this Lease.
12. Ethereal Salon. So long as Buyer has constructed a building on the Buyer Parcel and has commenced the operation of a business as a full-service beauty salon providing hair services, hair cutting, hair styling, massage therapy, spa treatments, and lashes (the "Services"), whether itself or via independent designers in suites, and so long as Buyer and suite occupants have not ceased such business operation on the Buyer Parcel for a

period in excess of twelve (12) consecutive months, Anthem shall not allow any real property leased or owned by Anthem within the Anthem Property (including any parent, subsidiary or affiliated entity or agent) to be used for a full-service beauty salon providing hair services, hair cutting, hair styling, massage therapy, spa treatments, and lashes (the "Buyer's Restricted Use"). Buyer's Restricted Use shall not apply to a tenant or an occupant in the Anthem Property that has executed a lease as of the date hereof or is operating within the Anthem Property as of the date hereof.

13. Einstein's. From and after the date of this Lease and during the Term of this Lease, and provided Tenant is open and operating the Premises during normal business hours as a sufficiently stocked Einstein Brothers Bagels restaurant and no Event of Default then exists, and there has been no change in the Permitted Use, Landlord agrees that it shall not sell or lease to any company or person in the Exclusive Use Area (defined below) whose primary business is a "quick casual" or "quick serve" bakery café, which includes, without limitation, the retail sale of bagels, breads, pastries and related bakery products in a "quick casual" or "quick serve" format for on or off premises consumption (the "Tenant's Exclusive Use"). In addition, it is understood and agreed that Tenant's Exclusive Use shall preclude, without limitation, concepts such as "Panera Bread", "Corner Bakery" as well as other similar "quick casual" or "quick serve" concepts. Concepts such as Subway, Firehouse Subs or Jersey Mike's or similar uses shall not be restricted. The parties agree that for purposes hereof, "primary business" shall mean that at least ten percent (10%) of the respective tenant's gross sales from the Exclusive Use Area are from the sale of bakery items, such as breads, bagels, pastries, sandwiches or related bakery products, however, other tenants will have the right to sell these items as an incidental use to their primary business.
14. Metacog. Subject to Section 1(b) below, so long as Buyer has constructed a building on the Buyer Parcel and has commenced the operation of a business as a child-care, pre-school, and so long as Buyer has not ceased such business operation on the Property for a period in excess of twelve (12) consecutive months, Anthem shall not allow any real property leased or owned by Anthem within the Anthem Property (including any parent, subsidiary or affiliated entity or agent) to be used for a child-care, pre-school, and kindergarten (the "Buyer's Restricted Use").

The following is the list of tenants on the Anthem Property as of December 31, 2021 which are not restricted by the Panda Restrictive Covenants: (a) La Fountain, (b) Ziggis Coffee.