

of reasonably detailed invoices therefor. The obligations of Landlord under this Section 7.4 shall survive termination.

8. Signs and Trade Dress.

Provided that Tenant has provided the required details to Landlord for review during the Inspection Period, the Signage and Trade Dress for the Premises is hereby conceptually approved by Landlord (with final approval occurring during the Inspection Period). Tenant, at its expense, may install the Signage and Trade Dress upon the Building, all in accordance with local building code approval, as depicted on Exhibit E. Tenant shall not affix to or upon the exterior of the Premises any other signs without Landlord's prior written consent which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding any other terms or provisions of this paragraph, at any time after the Effective Date, Tenant may display "**Opening Soon**", "**Grand Opening**" or other promotional banners subject to all Applicable Laws and the prior approval of Landlord.

In addition to the foregoing Signage and Trade Dress upon the Building, Tenant shall be entitled to sign panels on the multi-tenant monument signs and wayfinding signs within the Development (the "**Off Premises Signage**") and wayfinding signs in the Parking Structure (the "**Parking Signage**") as depicted in the Parking Agreement. At Landlord's sole expense, on or before the expiration of the Inspection Period, Landlord shall enter into an agreement (the "**Signage Agreement**") with the Association for the display, repair and maintenance of the Off-Premises Signage. In the event the Association fails to maintain such signage, then Tenant shall notify Landlord of such failure and if such failure continues for thirty (30) days after Tenant's written notice, then Tenant shall be entitled to enforce the Signage Agreement on Landlord's behalf. Landlord and Tenant agree that all Parking Signage shall be addressed in the Parking Agreement.

9. Use and Occupancy; Indemnity.

Section 9.1 Permitted Use. Tenant may use and occupy the Premises for the Permitted Use. Except during the Operating Period, nothing in this Lease shall be construed to require Tenant to continuously operate its business in the Premises and it shall not be a default hereunder if Tenant ceases to operate its business in the Premises. Notwithstanding the foregoing, Tenant shall pay Modified Gross Rent and Additional Rent and perform its other obligations under this Lease even if it is not operating its business in the Premises.

Section 9.2 Tenant's Use. As of the Possession Date, Landlord covenants to Tenant that Tenant's Health Club and Work Use will not violate the Existing Use Restrictions or Landlord shall have obtained any necessary consents for Tenant's Health Club and Work Use required by the Existing Use Restrictions. Landlord represents and warrants to Tenant that, as of the Effective Date all use restrictions and exclusives granted to other tenants and occupants of the Development are set forth on Exhibit F, and after the Effective Date, Landlord agrees that it will not enter into any agreement which prohibits or restricts the Premises from being used as a health and fitness club or the Permitted Use. Landlord acknowledges and agrees that Tenant may play loud music, cause noise or vibration within the Building. Tenant shall not be permitted to use any loudspeakers, phonographs, televisions or other devices of similar nature in such manner as to be

heard or viewed outside of the Premises; provided, however, Tenant shall be allowed to have television monitors and a speaker system on the rooftop and other outdoor areas provided that the speakers be at least ten (10) feet from the perimeter of the Premises and face towards the Building (rather than outwards towards the remainder of the Development) and the television monitors are affixed in a secure manner.

Section 9.3 Landlord's Right of Access. Landlord shall have the right to enter upon the Premises during reasonable hours as determined by Tenant following forty-eight (48) hours prior written notice to Tenant (except in the case of an emergency when no notice shall be required) for the purpose of inspecting the same to ensure compliance with this Lease. In addition, upon at least forty-eight (48) hours' prior written notice to Tenant, Landlord shall have the right to reasonable access to the Premises for the purpose of exhibiting the same to prospective purchasers or lenders, or during the last ninety (90) days of the Term, to prospective tenants. Landlord agrees that any entry by it into the Premises shall be: (a) completed outside of Tenant's Peak Hours (as defined herein), and (b) done in such a manner so as to minimize interference with Tenant's business operations and so as not to unreasonably interfere with the conduct of normal business operations therein. "**Tenant's Peak Hours**" shall mean the peak hours of Tenant's business operations which shall be determined by Tenant and provided by written notice to Landlord from time to time.

Section 9.4 Compliance with Applicable Laws. Tenant shall at all times throughout the Term of this Lease fulfill its obligations under this Lease in compliance with all Applicable Laws. Landlord hereby represents and warrants that, to the best of Landlord's knowledge, at the time the Parking Structure was built it met all then-current applicable codes and Landlord covenants that, so long as Landlord owns the Parking Structure, it shall cause any upgrades to the Parking Structure to comply with all Applicable Laws.

Section 9.5 Surrender Of Premises; Trade Fixtures; Holdover. Tenant covenants and agrees to deliver up and surrender to Landlord possession of the Premises upon the expiration or earlier termination of this Lease, as herein provided, in broom clean condition, damage or destruction by casualty and reasonable wear and tear excepted. If Tenant makes any alterations, additions or improvements to the Premises during the Term hereof, Tenant may surrender the Premises in such altered or improved condition without liability for restoring the same to the condition existing when Tenant took possession thereof. Tenant shall not hold over beyond the end of the Term for failure of Landlord to give notice to vacate, any such notice being waived by Tenant. Upon expiration or earlier termination of this Lease, all improvements to the Premises and all fixtures shall be and become the property of Landlord, except that all equipment, furniture, trade fixtures and branded items installed by Tenant shall remain the property of Tenant, and Tenant, at its option, may remove the same upon the expiration or earlier termination of this Lease so long as all material damage caused by such removal shall be promptly repaired by Tenant at Tenant's expense. Notwithstanding the foregoing, in the event Tenant, notwithstanding, shall hold over after the expiration or earlier termination of this Lease, it shall constitute a tenancy from month to month governed by the terms hereof, but at a monthly rental of 1.5 times the monthly Modified Gross Rent provided under this Lease.

10. Exclusivity; Excluded Uses.

Section 10.1 Prohibition Against Health Club Uses in the Development. On or before the expiration of the Inspection Period, Landlord shall, at Landlord's sole cost and expense, enter into a recordable restrictive covenant agreement with all owners of parcels within Development (the "**Restrictive Covenant Agreement**") which prohibits any future occupant in the Development (excluding the Premises) to be used for any of the following uses (each, an "**Excluded Health Club Use**"): health or fitness club, gym or any commercial facility used for physical exercise or individual or group fitness or athletic training regardless of whether such business charges membership dues, class fees or any other arrangement;

- (b) Yoga studio or facility;
- (c) Pilates studio or facility,
- (d) cycle studio or facility (e.g. SoulCycle),
- (e) Barre studio or facility;
- (f) any specialty fitness studio or facility; and
- (g) boutique gym, fitness training facility (e.g. Orange Theory).

Landlord covenants and agrees that it shall record the Restrictive Covenant Agreement against each parcel of land comprising of the Development.

Notwithstanding the foregoing, Landlord shall be permitted to lease space in areas that are cross hatched and depicted on Exhibit B-5 attached hereto as follows: (i) in the area shown as the "**Permitted Health Club Use Area**" Landlord may lease space for not more than three (3) of the uses set forth in subsections (b)-(g) above provided the spaces for such users do not exceed 7,500 square feet in total and only one (1) of such spaces may be located immediately across the street from and facing the Park and Green Space, and (ii) in the area shown as the "**Unlimited Small Fitness User Area**" Landlord may lease space for any of the uses set forth in subsections (b)-(g) above provided that no individual space exceeds 3,500 square feet.

Furthermore, in no event shall the foregoing restrictions prohibit (x) any office building, medical offices or residential buildings from offering yoga or similar classes to their tenants or occupants, so long as (1) the same is available only to tenants and the occupants of the office building, medical offices or residential buildings, (2) no membership type fees or costs are charged to the tenants and occupants in connection with such classes, and (3) there is no exterior signage for such classes, or (y) any fitness facilities developed within office buildings, medical offices, rehabilitation facilities or hospitals or similar uses or within any residential buildings, so long as (1) the same is available only to tenants in the case of an office building, tenants and their patients in the case of any medical offices, rehabilitation facilities or hospitals, and residents and their guests in the case of a residential project, (2) such fitness facilities do not exceed 5,000 square feet in size, (3) no personal training services are offered by the owner of any office building or residential building; provided, however, an individual user of such facilities may work with an individual physical trainer within the facility, and (4) there is no exterior signage for such fitness facilities. Landlord and Tenant acknowledge and agree that the Excluded Health Club Use refers

to those uses expressly list in subsections (a)-(g) above and does not refer to the full definition of Health Club use set forth in Section 1.14.

Section 10.2 Restriction Against Certain Signage. Landlord shall cause the Restrictive Covenant Agreement or some other document, as determined during the Inspection Period, to include a prohibition against the advertising or signage for any Excluded Health Club Use or any strip club or similar use on the signs shown on Exhibit B-6 attached hereto or within the area of the Development depicted as District 3 on Exhibit B-6 (collectively the “**Restricted Sign Area**”).

Section 10.3 Tenant’s Remedies In the event that (i) any person or entity shall sign a lease for space in the Development or shall commence business in the Development that violates any portion of Section 10.1 or Section 10.2 (for purposes of this Section 10.3, a “**Violating Occupant**”) and Tenant has provided Landlord with written notice of the presence of an Excluded Health Club Use (the “**Exclusive Violation Notice**”) setting forth specific information as to how the Violating Occupant’s use is in violation of an Excluded Health Club Use, and (ii) such Violating Occupant’s use as an Excluded Health Club Use continues for a period of thirty (30) days after the date Tenant delivers the Exclusive Violation Notice (the “**Remedy Period**”), then Tenant shall have the right, in lieu of any other remedies set forth elsewhere in this Lease, to seek any remedy available at law or in equity, including, but not limited to, obtaining injunctive relief against Landlord and/or the Violating Occupant.

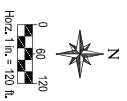
Landlord agrees, to the extent of Landlord’s legal rights, not to grant its consent to any proposed change in use by an occupant under any existing occupancy agreement which would result in such occupant operating in violation of an Excluded Health Club Use.

In the event of a violation of an Excluded Health Club Use by a tenant or occupant who without Landlord’s authorization, consent or approval and in violation of such tenant’s or occupant’s lease uses its space in violation of Tenant’s exclusive use (“**Rogue Tenant**”), then Landlord shall use diligent, good faith efforts to cause the cessation of such violation by such Rogue Tenant, including, without limitation, commencing and pursuing injunctive relief against such Rogue Tenant. If Landlord fails to exercise diligent, good faith efforts to cause the Rogue Tenant to cease the violation, Tenant may commence legal action to require such Rogue Tenant to cease such violation.

Section 10.4 Restrictive Covenant for Parcel C3. Tenant acknowledges that concurrently herewith Landlord is negotiating a lease for a space on Parcel C3, as shown on Exhibit B-5. Landlord covenants that such lease shall be subject to the Excluded Health Club Use. Therefore, Tenant agrees that, if during the Inspection Period, a restrictive covenant for such tenant on Parcel C3 is recorded against the Land then this Lease shall be subject to such restrictive covenant which shall be incorporated herein as a Permitted Encumbrance.

11. Maintenance, Repairs and Alterations.

Section 11.1 Landlord’s Responsibility. Landlord shall cause the Association to maintain the Common Areas in accordance with the Master Declaration and shall use commercially reasonable efforts to cause the Association to enforce the Master Declaration against



**NOT
FOR
CONSTRUCTION
OR RECORDING**



PV REDEVELOPMENT

BLOCK DIAGRAM

DATE	03-30-2022	SCALE	1" = 120'	SHEET	1 OF 1
JOB NO	205115	DESIGN	CT	DRAWN	CT

Z:\2002\2005\15IDmg\Xref\5115-EL-CLOCK DIAGRAM.dwg

PERMITTED HEALTH
CLUB USE AREA

CLUB USE AREA

UNLIMITED SMALL
FITNESS USER AREA

FITNESS USER AREA