

Riverton, UT
Salt Lake County

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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
BURLINGTON COAT FACTORY
1830 ROUTE 130 NORTH
BURLINGTON NJ 08016
BY: NDA, DEPUTY - MA 16 P.

Prepared by, and when recorded, return to:

Burlington Coat Factory Warehouse Corporation
1830 Route 130 North
Burlington, NJ 08016
Attn: Legal Department

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made this July 3, 2018 by and between RIVERTON CENTERCAL, LLC, a Delaware limited liability company, having an address at ("Landlord") and BURLINGTON COAT FACTORY WAREHOUSE CORPORATION, a Florida corporation, having an address at 1830 Route 130 North, Burlington, New Jersey 08016 ("Tenant.")

WITNESSETH:

1. Demised Premises and Shopping Center. Landlord has leased to Tenant and Tenant has leased from Landlord, pursuant to certain Lease ("Lease"), dated June 27, 2018 that certain building of approximately forty thousand (40,000) square feet of ground floor space, located in the Building, as defined in Article 27 of the Lease, with a street address of 13400 South & Mountain View Corridor, Riverton, Utah 84065, which premises are shown on Exhibit "A" hereto ("Demised Premises"), together with the exclusive right to the use of the loading dock adjoining the Demised Premises and the non-exclusive right to the use of all alley rights, if any, easements, and rights, privileges and appurtenances in connection therewith or thereunto belonging or herein granted. The Demised Premises are located in the Mountain View Place shopping center in the City of Riverton, County of Salt Lake and State of Utah, as such shopping center is depicted on Exhibit "A", which shopping center is located on the land more particularly described in Exhibit "A-1" hereto ("Shopping Center").

2. Term. The "Initial Term" of the Lease is that period commencing on the Commencement Date (as defined in the Lease) and ending at the very end of the day on February 28th (or February 29th during a leap year) next following the tenth (10th) anniversary of the Rent Commencement Date (as defined in the Lease).

3. Options for Renewal. Tenant, at Tenant's option, may extend the Initial Term of the Lease for four (4) successive options of five (5) years on each.

4. Inquiries. Inquiries concerning the precise terms of the Lease may be made to:

"Landlord's Notice Address":

Riverton CenterCal, LLC
c/o CenterCal Properties, LLC
1600 East Franklin Avenue
El Segundo, CA 90245
Attn: Jean Paul Wardy

With a copy to:

CenterCal Properties, LLC
1600 East Franklin Avenue
El Segundo, California 90245
Attn: General Counsel

"Tenant's Notice Address: means:

BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
1830 Route 130 North
Burlington, NJ 08016
Attention: Lease Administration

With a copy to:

BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
1830 Route 130 North
Burlington, NJ 08016
Attention: Legal Department

5. Condemnation. Tenant shall have the right to participate in any condemnation proceedings, negotiations or discussion concerning the threatened, potential or actual condemnation of the Demised Premises, Protected Parking Area, Critical Areas, or Critical Building Facilities. Landlord agrees that it will not pursue, and will not participate in a joint venture which pursues, a taking of the Shopping Center or a portion thereof containing the Demised Premises or pursue a redevelopment of all or a portion of the Shopping Center in an effort to circumvent any of the provisions of this Lease or to terminate this Lease. In addition, Landlord will not sell the Shopping Center or a portion thereof containing the Demised Premises to a third party which Landlord knows will be pursuing a taking or redevelopment in an effort to circumvent any of the provisions of this Lease or to terminate this Lease.

6. Use of Common Facilities. Landlord agrees during Tenant's normal business hours and for one hour thereafter to:

(i) Keep all Common Facilities open to the public with the entrances and exits shown on Exhibit "A."

(ii) Keep all Common Facilities adequately lighted, and maintained in a clean, uniform and orderly condition.

(iii) Provide heating and air-conditioning to any enclosed Common Facilities, if any, compatible to temperatures of the heating and air-conditioning that Tenant provides for its store in the Demised Premises.

Landlord covenants and agrees it will not erect and maintain, or permit the erection and maintenance of any shops, stalls, stands or kiosks in the Common Facilities within fifty (50) feet of any part of the Demised Premises or within the Protected Parking Area and will not permit any selling (seasonal or otherwise), promotions, sidewalk sales or the like in the Common Facilities within fifty (50) feet of any part of the Demised Premises or within the Protected Parking Area. Landlord further covenants and agrees: (i) to use reasonable efforts to prevent all occupants of the Shopping Center and their employees or any non-customer from parking within Tenant's Protected Parking Area, (ii) that it will not designate employee parking within Tenant's Protected Parking Area, (iii) to use commercially reasonable efforts to prevent commuter parking within the parking areas of the Shopping Center, (iv) that it will not charge a fee for use of the parking areas, (v) that no portions of the Common Facilities may be leased or licensed in any way to third parties who are not occupants or tenants of the Shopping Center; and (vi) to the extent permitted under applicable law, that it will not permit solicitation within the Shopping Center.

The limitation on the use of the Common Facilities shall not apply to any seating arrangements that may be erected or installed and maintained by Landlord for the comfort and convenience of customers, nor to the planters or other decorative installations that may be placed therein provided such seating arrangements, planters or decorative installations do not obliterate, hinder or obstruct visibility of the Demised Premises or accessibility between stores located adjacent to the Common Facilities in more than a de minimis manner. Except as limited by the terms of the Lease Landlord shall have the right (i) to modify the Common Facilities, including, without limitation, lease space within the Common Facilities to tenants for the sale of merchandise and/or services and the right to permit advertising displays and educational displays in the Common Facilities, including kiosks, carts and other temporary or permanent stands, and (ii) to close the Common Facilities as Landlord determines shall be necessary to prevent the accrual of prescriptive rights (for the shortest period possible) or to temporarily close any portion of the Common Facilities for repairs or alterations (for the shortest time period possible). Tenant shall not place any obstruction in the Common Facilities (obstructions shall not include the compactor or dumpster used by Tenant behind the Demised Premises). Landlord shall, as a part of Tenant's Fixed CAM Charge, place two (2) garbage cans on the sidewalk immediately in front of the Demised Premises, and regularly empty such cans during the Term.

7. Restrictive Covenants. So long as the Lease is in effect, Landlord covenants that notwithstanding the amendment of the Lease: (a) no covenant or agreement made by Landlord or any predecessor in title with any other person or entity restricting the use or occupancy of all or part of the Shopping Center shall be of any force or effect against Tenant except as set forth in

Exhibit "B" and B-1 of the Lease; (b) no portion of the In-Line Area of the Shopping Center shall be demolished nor shall any building or structure be hereafter erected or maintained on any part of the Shopping Center except in an area with a building shown on Exhibit "A" ("Building Area") or designated as a "Future Building Area" on Exhibit "A"; (c) no building (including architectural features) shall exceed the height of the tallest building on Exhibit "G" of the Lease (the height of the buildings shall be measured perpendicular from the finished floor elevation to the top of the highest point of the building, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such building) nor shall the Bump Out Area shown on Exhibit "A" "bump out" further than the Demised Premises; (d) no portion of any Protected Parking Area, the Critical Areas or Critical Building Facilities may be modified (including by way of example any change in the configuration of the parking stalls, access to the Protected Parking Areas, roadways and Common Facilities) in more than a de minimis manner without Tenant's consent, which consent Tenant may grant or withhold in its sole and absolute discretion (except that this provision shall not prohibit the maintenance, repair or replacement of the Protected Parking Area, the Critical Areas or Critical Building Facilities in accordance with the terms of the Lease); (e) no places of public assembly (e.g., movie theaters, bowling alleys, supermarkets, gymnasiums, fitness centers and the like) shall be erected or maintained on any part of the Shopping Center, except that (i) small fitness centers of 5,000 square feet or less each and not to exceed nine thousand (9,000) square feet in the aggregate such as Curves for Women, Orangetheory Fitness, cycling studio and/or yoga studio shall be permitted at the Shopping Center, provided such small market fitness centers shall not be erected or maintained within two hundred fifty (250) feet of any part of the Demised Premises and (ii) one (1) supermarket shall be permitted at the Shopping Center provided such supermarket shall not be erected or maintained within two hundred fifty (250) feet of any part of the Demised Premises; (f) no restaurant or other premises for on or off premises food or beverage consumption may be erected or maintained within 150 feet of any part of the Demised Premises; (g) no building, store or premises in the Shopping Center shall be leased, used or occupied as other than a "retail store" as such term is defined below, provided, however, retail offices (e.g., insurance or real estate office, banks) and retail medical offices (e.g., chiropractors, med spas and dentists) typically found in first-class shopping centers shall be permitted subject to the following limitations: (i) the aggregate of all retail office and retail medical office uses combined shall not exceed fifteen percent (15%) of the leasable square footage of the Shopping Center, (ii) no individual retail office or retail medical office shall exceed 5,000 square feet, and (iii) such uses shall not be located within 200 feet of the Demised Premises; (h) no premises in the Shopping Center shall be leased, used or occupied by an "infant furniture and infant accessories store" (as defined below) (such as buy buy Baby or Babies R Us); and (i) no building, store or premises in the Shopping Center shall be leased, used or occupied for the sale of any of the items set forth on Exhibit "E" hereto.

An "infant furniture and infant accessories store" is a store that uses more than twenty percent (20%) of its sales floor area for the sale of cribs, changing tables, children's and adult rocking chairs, juvenile furniture, juvenile bean bags, crib comforters, crib dust ruffles, crib bumpers, crib sheets and crib mattress pads, diaper stackers and diaper bags, strollers, high chairs, car seats, play pens, juvenile walkers and entertainers, infant swings, infant and layette clothing, diapers or such additional items that are typically sold in an infant and children toy and furniture store. The term "retail stores" shall mean bona fide tenants, of a character consistent with a first class shopping center, whose businesses consist principally of the sale of goods or the

purveying of services (principally to household consumers as contrasted with business consumers) at retail, and specifically shall exclude the uses set forth in Exhibit "E" and all other establishments which purvey goods or services which are offensive, obnoxious, illegal or not consistent with a first class shopping center. The term "Critical Building Facilities" means (i) those areas that may be designated as such on Exhibit "A," and (ii) any and all risers, sewer mains, chillers, power main feeds and other exterior utility, water and sewer feeds serving the Demised Premises. The foregoing restrictions and exclusives shall be deemed covenants running with the land of the Shopping Center for the Term of the Lease.


8. Lease Controls. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

9. Successors and Assigns. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.


SIGNATURE PAGE TO MEMORANDUM OF LEASE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESS:



WITNESS:



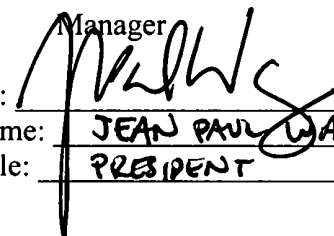
Vanessa Benjamin-Wilson

LANDLORD:

RIVERTON CENTERCAL, LLC,
a Delaware limited liability company

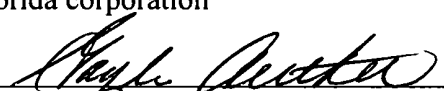
By: CenterCal, LLC
a Delaware limited liability company,
Its: Managing Member

By: CenterCal Associates, LLC,
a Delaware limited liability company,
Its: Manager

By: 
Name: JEAN PAUL WARDY
Title: PRESIDENT

TENANT:

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION
a Florida corporation

By: 
Name: Gayle Aertker
Title: Executive Vice President – Store Development

ACKNOWLEDGEMENT TO MEMORANDUM OF LEASE

STATE OF _____)
) ss.:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said State and County, on this _____ day of June, 2018, personally appeared _____ to be known to be the _____ of CenterCal Associates, LLC, Manager of CenterCal, LLC, as Managing Member of Riverton CenterCal, LLC, and known to be the identical person who signed and severally acknowledged that he/she signed the foregoing instrument as such officer of said limited liability company for and on behalf of said limited liability company, and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned.

Notary Public

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BURLINGTON)

Before me, the undersigned Notary Public in and for said State and County, on this 27th day of June, 2018, personally appeared Gayle Aertker to me known to be the Executive Vice President – Store Development, and severally acknowledged that she signed the foregoing instrument as such officer of said corporation for and in behalf of said corporation, and that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Denise M. Sweeney
Notary Public



Denise M. Sweeney
Notary Public State of New Jersey
My Commission Expires June 5, 2022

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California _____)
)ss
County of Los Angeles _____)

On July 3, 2018, before me, Eva Yoguez, Notary Public, personally appeared Jean Paul Wardy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

(Serial number, if any)

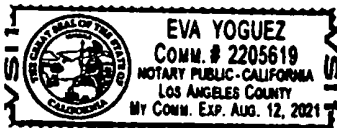
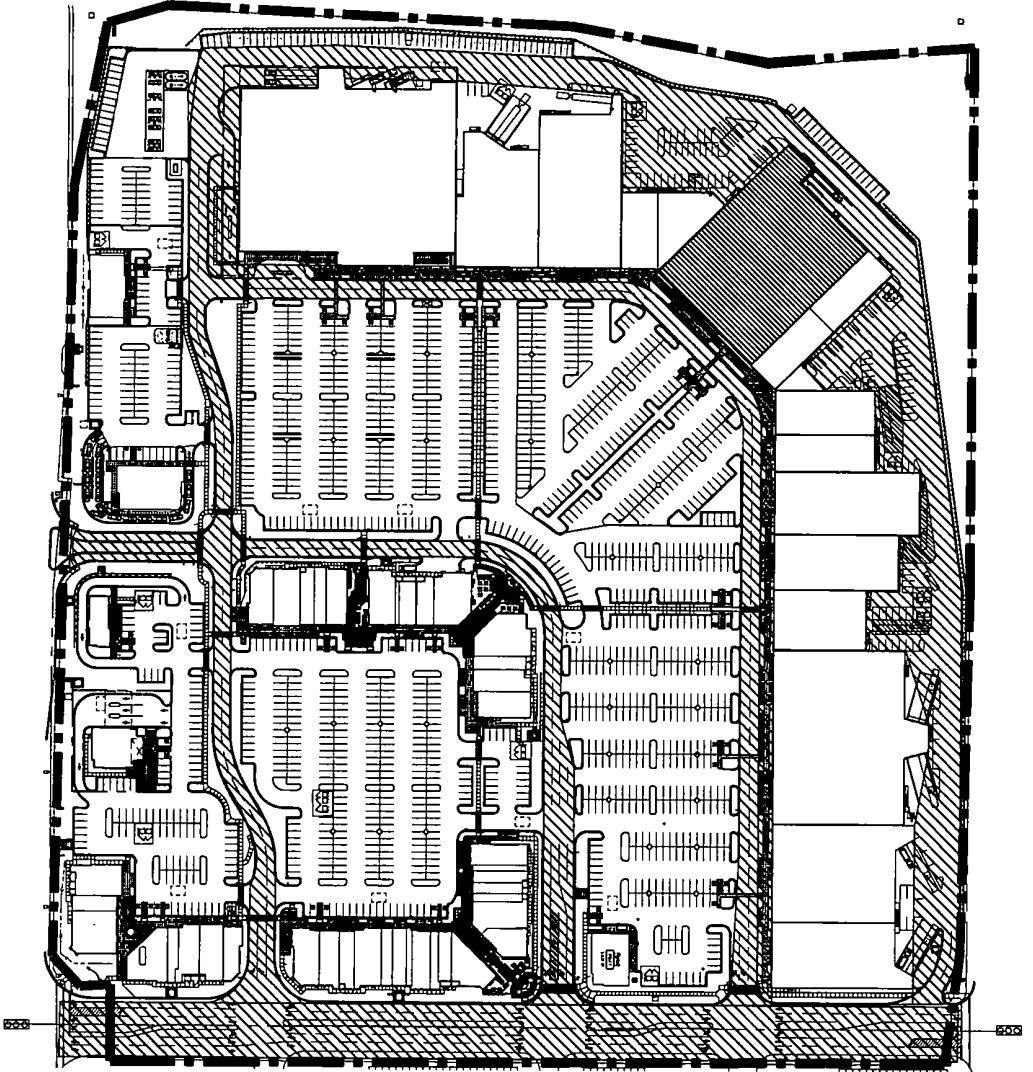


EXHIBIT A

Site Plan of Shopping Center with Demised Premises, Protected Parking Area, Critical Areas, Building Area, Future Building Area (if any) and Critical Building Facilities, Inline Area, and Bump Out Area Identified

[See Attached 3 Pages]



RIVERTON
RIVERTON, UTAH

LEGEND

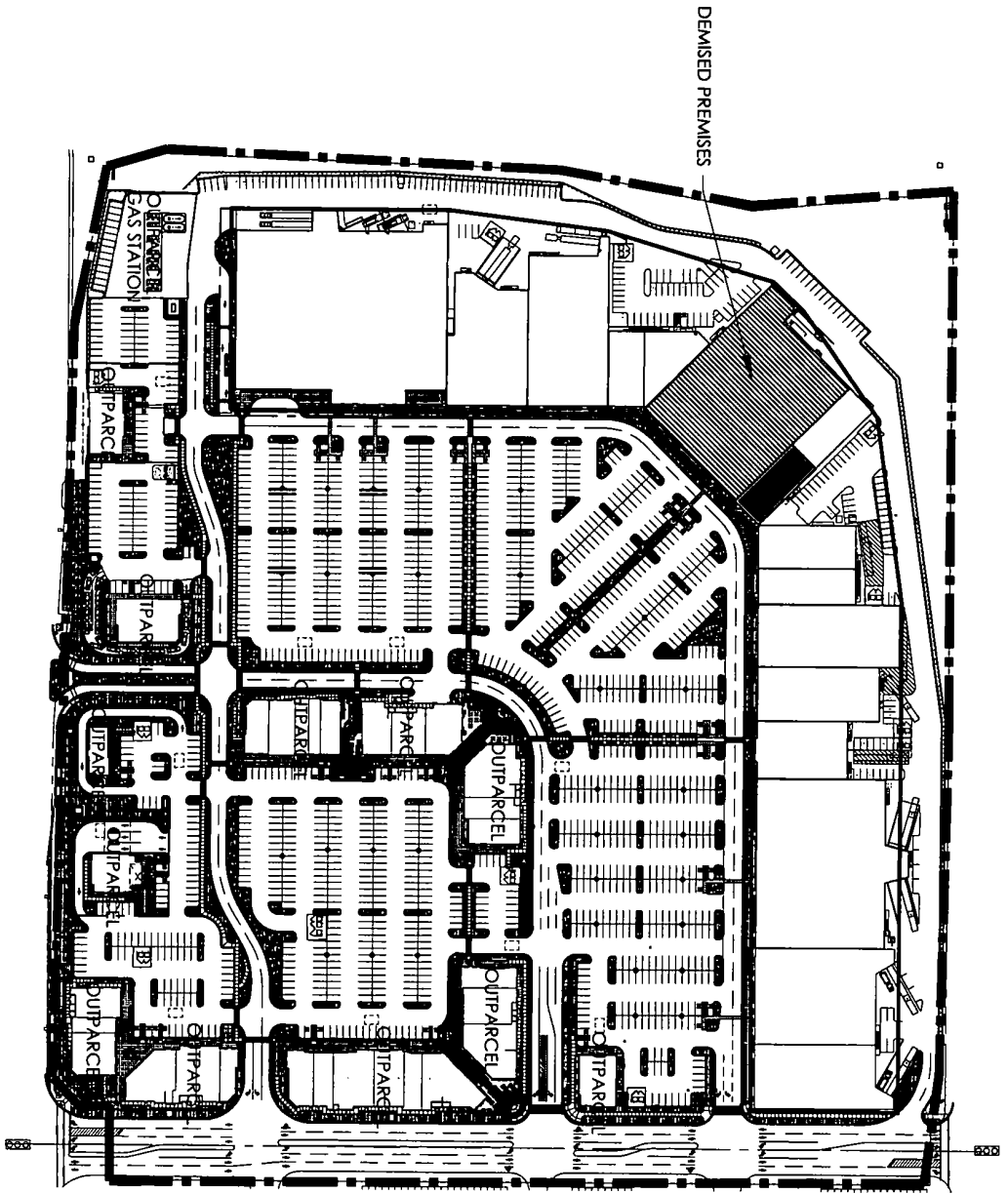
- SHOPPING CENTER
- ▨ DEMISED PREMISES
- ▧ CRITICAL AREAS
- PROTECTED PARKING AREA

BURLINGTON
SITE EXHIBIT
21 June 2018

SCALE: NOT TO SCALE



DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THE LEASE, ALL INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED AN OFFER, CONTRACT, OR AGREEMENT. THE INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. THE INFORMATION IS PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED. THE INFORMATION IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CENTERCAL PROPERTIES, LLC. ANY OTHER REPRESENTATIVE FURNISHING OR AGENT.



RIVERTON
RIVERTON, UTAH

LEGEND

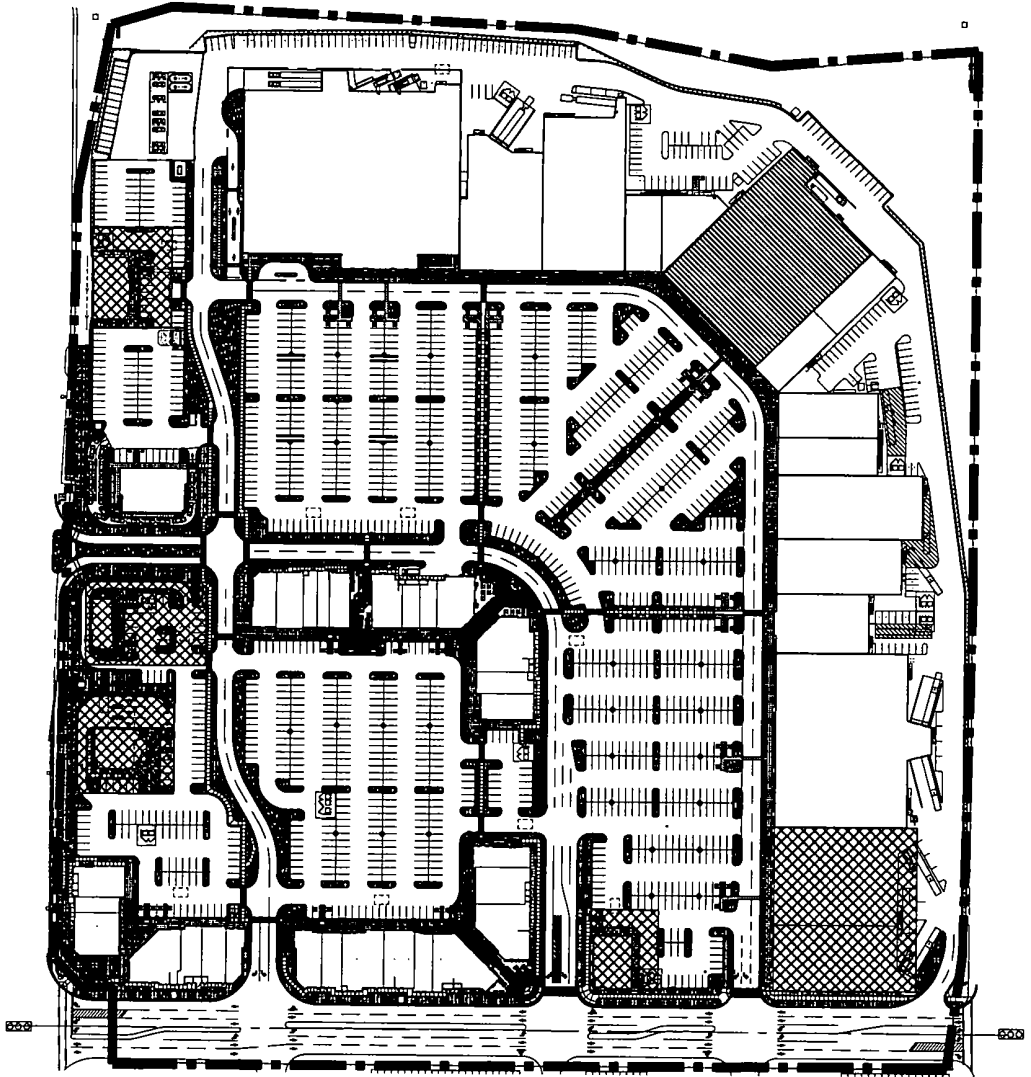
- SHOPPING CENTER
- ▨ DEMISED PREMISES
- BUMP OUT AREA
- IN-LINE AREA

BURLINGTON
SITE EXHIBIT
20 June 2018

SCALE: NOT TO SCALE

DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THE LEASE, ALL INFORMATION AND REPRESENTATION EXPRESSED OR IMPLIED AS TO THE ACCURACY OR ADEQUACY OF ANY INFORMATION EXPRESSED OR IMPLIED AS TO THE ACCURACY OR ADEQUACY OF ANY INFORMATION EXPRESSED OR IMPLIED AS TO THE ACCURACY OR ADEQUACY OF ANY OTHER RESPECTIVE PARTIES OR AGENTS.





RIVERTON
RIVERTON, UTAH

LEGEND

- SHOPPING CENTER
- ▨ DEMISED PREMISES
- ▣ FUTURE BUILDING AREA

BURLINGTON
SITE EXHIBIT
20 June 2018

SCALE: NOT TO SCALE



DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THE LEASE, ALL INFORMATION AND OPINION REPRESENTATION CONTAINED ON THIS DRAWING IS RELIABLE AND SUBJECT TO CHANGE WITHOUT NOTICE. THE DRAWING IS RELIABLE REPRESENTATION EXPRESSED OR IMPLIED AS TO THE ACCURACY OR ADEQUACY REGARDING SUCH INFORMATION IS MADE BY THE OWNER OF THE PROJECT OR ANY OTHER RESPECTIVE PARTNER OR AGENT.

EXHIBIT A-1

Legal Description of the Shopping Center

Beginning at a point on the West Right-of-Way Line of the Mountain View Corridor for the Utah Department of Transportation Project No. MP-0182(6) as described in a Quit Claim Deed recorded July 15, 2014 in Book 10245 at Page 5268 in the Salt Lake County Recorder's Office, said point also being South 89°34'03" East, along the section line, 534.33 feet and North 00°25'57" East 136.72 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said West Right-of-Way Line the following four (4) courses: (1) North 15°19'40" West 67.94 feet, (2) North 02°30'46" East 553.12 feet, (3) North 12°02'08" East 266.84 feet, (4) North 05°07'17" West 229.29 feet; thence, leaving said West Right-of-Way Line; thence South 87°18'48" East 12.36 feet; thence South 87°31'53" East 8.79 feet; thence South 88°04'40" East 91.74 feet; thence South 88°22'01" East 22.00 feet; thence South 88°57'06" East 21.31 feet; thence South 89°37'10" East 18.69 feet; thence South 89°07'03" East 20.00 feet; to a point on a non-tangent 2250.00 foot radius curve to the left; thence Easterly 168.14 feet along said curve through a central angle of 04°16'54", (chord bears N88°32'30"E 168.11 feet); thence North 86°27'19" East 154.62 feet; thence North 00°34'45" East 33.12 feet; thence South 89°25'15" East 827.31 feet; thence South 00°34'50" West 889.12 feet to a point on a 100.00 foot radius curve to the left; thence Southerly 11.38 feet along said curve through a central angle of 06°31'15", (chord bears S02°40'47"E 11.37 feet); thence South 05°56'24" East 59.05 feet to a point on a 100.00 foot radius curve to the right; thence Southerly 11.38 feet along said curve through a central angle of 06°31'15", (chord bears S02°40'47"E 11.37 feet); thence South 00°34'50" West 167.69 feet to the North Right-of-Way of 13400 South Street as described in a Quit Claim Deed recorded March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's Office; thence along said North Right-of-Way Line the following five (5) courses: (1) South 89°48'13" West 92.78 feet (2) South 00°11'47" East 39.61 feet, (3) South 45°07'09" West 56.85 feet, (4) North 89°33'54" West 348.39 feet to a point on a 5861.83 foot radius curve to the right, (5) Northwesterly along said curve 141.13 feet through a central angle of 01°22'46", (chord bears North 88°52'31" West 141.13 feet), to the North Right-of-Way Line of 13400 South Street as described in a Quit Claim Deed recorded May 11, 2010 in Book 9824 at Page 7738 in the Salt Lake County Recorder's Office; thence along said North Right-of-Way Line the following ten (10) courses: (1) North 84°42'01" West 92.10 feet, (2) North 05°00'00" East 6.45 feet, (3) North 85°00'00" West 58.96 feet, (4) South 05°00'00" West 6.45 feet, (5) North 86°05'31" West 78.08 feet, (6) North 87°11'25" West 78.08 feet, (7) North 88°13'22" West 68.71 feet, (8) North 89°11'32" West 69.14 feet, (9) North 89°40'21" West 90.78 feet, (10) North 78°25'02" West 230.08 feet to the Point of Beginning.

APN is #27-31-351-001-0000

EXHIBIT E

Prohibited Uses

1. A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit a microbrew/brew pub or wine bar or the operation of a restaurant which derives at least fifty percent (50%) of its sales from the sale of food, or a restaurant of the type operated on the date hereof under the trade names "Chili's" or "TGI Friday's."
2. A billiards parlor, pool hall, arcade, video or game room (unless any of the foregoing are part of and incidental to a sit down restaurant such as Dave & Busters).
3. A theater (for live performance), an auditorium, a convention or exhibition hall or the like.
4. A fairground.
5. A service station, automotive repair shop, truck stop or vehicle fueling station (except that one such use may be located on the Outparcel designated as OUTPARCEL GAS STATION on Exhibit A to the Lease).
6. A flea market or pawnshop.
7. A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than to customers or employees employed on premises provided that educational or training classes as part of a permitted use shall be permitted) excluding one (1) "Sylvan," "Kumon" or similar tenant operating in a first-class manner in premises to be occupied thereby not to exceed 5,000 square feet and which is located at least two hundred (200') away from the Demised Premises.
8. A car wash.
9. A medical clinic or medical office (which shall not preclude an optometrist's office located in a store selling eyeglasses, contact lenses and similar eye ware products or a person who may, by law, write prescriptions in connection with the operation of a pharmacy or a medical or a medically-related activity then being conducted in, and incidental to, retail drug stores) or an office building or any office of any kind not used principally for the purveying of products or services to walk-in consumers at retail (other than back room offices incidental to a retail use); provided, however, retail offices (e.g., insurance or real estate office, banks) and retail medical offices (e.g., chiropractors, med spas and dentists) typically found in first-class shopping centers shall be permitted subject to the following limitations: (i) the aggregate of all retail office and retail medical office uses combined shall not exceed fifteen percent (15%) of the leasable square

footage of the Shopping Center, (ii) no individual retail office or retail medical office shall exceed 5,000 square feet, and (iii) such uses shall not be located within 200 feet of the Demised Premises. Notwithstanding the foregoing, businesses which perform medical procedures, consulting or activities related to abortion or euthanasia or drug or alcohol addiction are prohibited.

10. Any governmental or political operation of any kind, including without limitation post office, welfare office, motor vehicle or other licensing, testing or inspection operation, or any political or candidate office or operation.
11. A dry cleaning plant, central laundry or laundromat (which shall not preclude a "drop off" and "pick up" dry cleaning service where all dry cleaning processes shall be located outside of such premises nor preclude a single washer/dryer set within the premises of any tenant or occupant of the Shopping Center for such tenant's or occupant's own towels, linens, or uniforms used in its premises).
12. An establishment for sale of automobiles, trucks, mobile homes, recreational motor vehicles (it being agreed that a Tesla (or similar) showroom with accompanying charging and test drive facilities shall be permitted, irrespective of the language in this provision; provided that only one (1) such operator shall be permitted, any such operator shall not store in excess of ten (10) cars on-site outside of its premises, the premises to be occupied by Tesla (or such other similar high-end operator) shall not exceed five thousand (5,000) leasable square feet and shall not be located within 300 feet of the Demised Premises.
13. A body piercing parlor or tattoo parlor or similar establishment.
14. An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts. This clause shall not prohibit or limit the items typically sold by a business of the type operated on the date hereof under the trade names "Barnes & Noble" or "Borders."
15. A massage parlor or any establishment purveying similar services; provided this shall not prohibit massages in connection with a beauty salon, med spa, day spa, and provided, further, that this restriction shall not be deemed to preclude the operation within the Shopping Center of one (1) first-class massage therapy facility (such as a Massage Envy or substantially similar operator) providing therapeutic massages to its customers.
16. A skating rink of any type.
17. A house of worship, church, reading room, mortuary, crematorium or funeral home.
18. A mobile home or trailer court, labor camp, junkyard or stockyard.

19. A motel or hotel or a lodging establishment of any kind.
20. A landfill, garbage dump or for the dumping, disposing, incineration or reduction of garbage (excluding any recycling center that is required by law and provided such recycling center is incidental to an operation otherwise permitted under the Lease).
21. A telephone call center (which shall not preclude a telephone store, cellular and otherwise).
22. A gambling establishment of any kind including, without limitation, a casino, bingo parlor or betting parlor (but lottery tickets may be sold and government sponsored lottery and similar gaming devices may be operated incidental to non-casino and non-hotel primary business at the premises).
23. An assembling, manufacturing, industrial, distilling, refining or smelting facility. The foregoing shall not prohibit concepts with consumer involvement like Build-A-Bear nor the operation of one (1) microbrew/brew pub, provided that such microbrew/pub shall not exceed five thousand (8,000) leasable square feet and shall not be located within 300 feet of the Demised Premises.
24. A storage warehouse or storage facility, except for storage incidental to a permitted use.
25. The conduct of any "fire sale," going out of business sale or bankruptcy sale (except pursuant to a court order) or any auction house operation.
26. Any use which regularly emits a noxious odor smelled outside of the occupant's premises, or nuisance causing loud noises or sounds which are heard outside of the occupant's premises.
27. A "so called" head shop or any business selling marijuana or any type of drug rehab clinic or counseling service, including without limitation a methadone clinic.
29. Operation of a business which performs medical procedures, consulting or activities related to abortion, birth control or euthanasia, drug or alcohol addiction.