

Fill in this information to identify the case:

Debtor 1 Gold's Texas Holdings Group, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 20-31337-hdh-11

RECEIVED
JUN 12 2020
BMC GROUP

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

- Who is the current creditor?
 IH35 Loop 340 Tenancy in Common, successor in interest to Campbell Girls Partnership Ltd., No. 2
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____
- Has this claim been acquired from someone else?
☒ No
☐ Yes. From whom? _____
- Where should notices and payments to the creditor be sent?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent? Marc W. Taubenfeld, Esq. Name McGuire, Craddock & Strother, P.C. 500 N. Akard Street, Suite 2200 Number Street Dallas TX 75201 City State ZIP Code Contact phone 214.954.6809 Contact email mtaubenfeld@mcslaw.com	Where should payments to the creditor be sent? (if different) IH 35 Loop 340 Tenancy In Common William J. Harkinson, Manager Name Harkinson Investment Corporation 4560 Beltline Road, Suite 400 Number Street Addison TX 75001 City State ZIP Code Contact phone 972.934.8414 Contact email jharkinson@harkcorp.com
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):

- Does this claim amend one already filed?
☒ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY
- Do you know if anyone else has filed a proof of claim for this claim?
☒ No
☐ Yes. Who made the earlier filing? _____

GGI HOLDINGS POC



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Proof of Claim

page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 0 3 8

7. How much is the claim? \$ 212,744.30 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Lease: Gold's Texas Holdings Group, Inc.

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property: \$ _____
 Amount of the claim that is secured: \$ _____
 Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition: \$ _____
- Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 28,883.42

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?☒ No☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.☒ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

06/08/2020
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	William	J.	Harkinson
	First name	Middle name	Last name
Title	Manager		
Company	Harkinson Investment Corporation		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	4560 Beltline Road, Suite 400		
	Number	Street	
	Addison	TX	75001
	City	State	ZIP Code
Contact phone	972.934.8414		Email jharkinson@harkcorp.com

Landlord: IH35 Loop 340 Tenancy in Common, successor in interest to
Campbell Girls Partnership Ltd. No. 2

Tenant: Gold's Texas Holdings Group, Inc.
1000 N. Loop 340
Bellmead, Texas 76705

Property: 1000 Loop 340, Bellmead, Texas 76705 – Lease ID43038
Legal: Reserve A of Lot 2 Block 1 Tri-Cities Addition, City of Bellmead,
McLennan County, TX

Summary of Rents Due to Landlord

Pre-Petition Rent (Petition filed 05/04/20)

DATES	BALANCE DUE	DESCRIPTION
04/01/20 - 05/04/20	\$28,883.42	Reconciliation, Rents, Fees, CAM

Post-Petition Rent and CAM – Remainder of Lease*

DATES	BALANCE DUE
06/01/20	\$15,321.74
07/01/20	\$15,321.74
08/01/20	\$15,321.74
09/01/20	\$15,321.74
10/01/20	\$15,321.74
11/01/20	\$15,321.74
12/01/20	\$15,321.74
01/01/21	\$15,321.74
02/01/21	\$15,321.74
03/01/21	\$15,321.74
04/01/21	\$15,321.74
05/01/21	\$15,321.74
Total	\$183,860.88

*Landlord reserves the right to supplement this amount and seek an administrative claim for Post-Petition CAM charges during the period Tenant occupied the Lease Premises.

Lease Documents:

1. Shopping Center Lease, Dated as of May 19, 2011
Landlord: Campbell Girls Partnership Ltd. No. 2;
Tenant: Gold's Texas Holdings Group, Inc.;
2. Commencement Date Memorandum, dated as of November 7, 2011;
3. Harkinson Investment Corporation – Occupant Ledger, date 05/04/20.

SHOPPING CENTER LEASE

Dated as of May 16, 2011

by and between

CAMPBELL GIRLS PARTNERSHIP LTD. NO. 2, a Texas limited partnership

as Landlord

and

GOLD'S TEXAS HOLDINGS GROUP, INC., a Delaware corporation

as Tenant

Table of Contents

	Page
ARTICLE I -- DEFINITIONS	1
ARTICLE II -- GRANT AND TERM.....	2
Section 2.01 Grant	2
(a) Initial Term	3
(b) Options to Extend	3
Section 2.02 Supplemental Agreement	3
ARTICLE III -- CONSTRUCTION OF IMPROVEMENTS	3
Section 3.01 Delivery	3
Section 3.02 Delivery Date.....	3
Section 3.03 Acceptance of Premises	3
Section 3.04 Tenant's Plans and Specifications	4
Section 3.05 Construction of Tenant's Improvements.....	4
Section 3.06 Alterations.....	4
ARTICLE IV -- RENT	4
Section 4.01 Base Rent.....	4
Section 4.02 Stipulation of Size.....	5
Section 4.03 Late Payments	5
ARTICLE V -- CONDUCT OF BUSINESS BY TENANT	5
Section 5.01 Use of Premises	5
Section 5.02 Prohibited Uses.....	5
Section 5.03 Intentionally Deleted.....	5
Section 5.04 Compliance with Laws and Regulations	5
Section 5.05 Exclusive Rights	5
ARTICLE VI -- UTILITIES	5
Section 6.01 Cost of Utilities.....	5
Section 6.02 Landlord's Right to Provide Utilities.....	6
Section 6.03 Limitation on Liability	6
ARTICLE VII -- TAXES AND REAL ESTATE CHARGES	6
Section 7.01 Personal Property Taxes	6
Section 7.02 Real Estate Taxes.....	6
Section 7.03 Adjustment.....	6
ARTICLE VIII -- THE COMMON AREA.....	7
Section 8.01 Common Area.....	7
Section 8.02 Use of Common Area	7
Section 8.03 Common Area Maintenance.....	7
Section 8.04 Common Area Maintenance Charges.....	7
Section 8.05 Reconciliation	9
Section 8.06 Parking.....	9
Section 8.07 Roof Rights	9
Section 8.08 Center Expenses Statement.....	9
ARTICLE IX -- MAINTENANCE AND REPAIR OF THE PREMISES	10
Section 9.01 Maintenance by Landlord	10
Section 9.02 Maintenance by Tenant.....	10
ARTICLE X -- INSURANCE AND INDEMNITY	11
Section 10.01 Landlord's Insurance	11
Section 10.02 Tenant's Insurance.....	11
Section 10.03 Indemnification.....	12
Section 10.04 No Representation or Warranty	13
ARTICLE XI -- DAMAGE BY CASUALTY	13
Section 11.01 Restoration.....	13

Section 11.02	Landlord's Obligations to Rebuild	13
Section 11.03	Continued Operations	13
ARTICLE XII --	CONDEMNATION.....	13
Section 12.01	Partial Taking.....	13
Section 12.02	Total Taking.....	13
Section 12.03	Taking of Common Area	14
Section 12.04	Application of Award.....	14
ARTICLE XIII --	ASSIGNMENT AND SUBLETTING	14
Section 13.01	Consent Required.....	14
Section 13.02	Permitted Transfer	14
Section 13.03	Tenant to Remain Liable.....	14
Section 13.04	Void Transfer.....	14
Section 13.05	Transfer by Landlord	15
Section 13.06	No Mortgage.....	15
ARTICLE XIV --	DEFAULT	15
Section 14.01	Events of Default	15
Section 14.02	Remedies.....	15
(a)	Termination of Right of Possession	15
(b)	Termination of Term of Lease	16
(c)	Other Remedies.....	16
(d)	Waivers by Tenant	16
Section 14.03	Landlord's Default.....	17
Section 14.04	Landlord's Lien	17
ARTICLE XV --	HOLDING OVER.....	17
ARTICLE XVI --	ACCESS BY LANDLORD	17
ARTICLE XVII --	QUIET POSSESSION.....	18
ARTICLE XVIII --	BANKRUPTCY-INSOLVENCY	18
ARTICLE XIX --	TITLE TO IMPROVEMENTS; SURRENDER.....	18
ARTICLE XX --	MECHANICS' LIENS.....	19
ARTICLE XXI --	PRESENT CONDITION OF PREMISES	19
ARTICLE XXII --	HAZARDOUS MATERIALS	20
Section 22.01	Prohibition of Hazardous Materials	20
Section 22.02	Tenant Indemnity.....	20
Section 22.03	Remediation.....	20
ARTICLE XXIII --	SPECIAL PROVISIONS	20
Section 23.01	Landlord's Entry.....	20
Section 23.02	Independent Obligations	20
ARTICLE XXIV --	SUBROGATION.....	21
ARTICLE XXV --	PRESALES CENTER	21
ARTICLE XXVI --	SIGNAGE	21
ARTICLE XXVII --	MISCELLANEOUS PROVISIONS	22
Section 27.01	Relationship of Parties	22
Section 27.02	Construction.....	22
Section 27.03	Parties Bound.....	22
Section 27.04	Entire Agreement.....	22
Section 27.05	Brokers.....	22
Section 27.06	Savings and Governing Law	22
Section 27.07	Force Majeure.....	22
Section 27.08	Recording of Lease	23
Section 27.09	Statements and Invoices.....	23
Section 27.10	No Option	23
Section 27.11	Notices	23
Section 27.12	Landlord's Liability.....	23
Section 27.13	Estoppel Certificates	23
Section 27.14	Execution of Documents	24

Section 27.15	Waiver of Redemption.....	24
Section 27.16	Intentionally Deleted.....	24
.....	24
Section 27.17	Rules and Regulations.....	24
Section 27.18	Subordination.....	24

Exhibits

"A"	Property
"B"	Site Plan
"C"	Commencement Date Memorandum
"D"	Construction Procedures
"E"	Prohibited Uses

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (the "Lease") is made and entered into as of the date first written above (the "Effective Date") by and between **CAMPBELL GIRLS PARTNERSHIP LTD. NO. 2**, a Texas limited partnership ("Landlord"), and **GOLD'S TEXAS HOLDINGS GROUP, INC.**, a Delaware corporation ("Tenant").

ARTICLE I --DEFINITIONS

"Additional Rent" means any and all payments that Tenant is obligated to make to Landlord under the terms of this Lease other than Base Rent.

"Delivery Date": The date that Landlord provides the Premises to Tenant, in the condition described in **Section 3.01** of the Lease and ready for Tenant's Improvements.

"Event of Default" is defined in **Section 14.01** of this Lease.

"Expiration Date" is defined in **Section 2.01(a)** of this Lease.

"Floor Area" means the aggregate floor area of any space within the Shopping Center measured to the outside faces of exterior walls and to the center of any interior walls.

"Hazardous Material" means any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. Section 172.101) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), or substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) a petroleum product, crude oil or any fraction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, or listed pursuant to Section 307 of the Clean Water Act, (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act.

"Lease Year" means the twelve (12) calendar month period beginning on the Rent Commencement Date except that if the Rent Commencement Date is not the first day of a calendar month, the first Lease Year shall be the initial partial month plus the following twelve (12) calendar month period.

"Opening Date" is the date which Tenant opens for business to the general public.

"Permitted Use" means a health and fitness center offering such fitness programs and recreational facilities as Tenant may determine from time to time, which may include, but shall not be limited to, a jogging track, gymnasiums, running track, whirlpools, swimming pool, saunas, aerobics and/or floor exercise, yoga, pilates and similar meditative or holistic exercise, martial arts or similar pursuits, basketball and racquetball courts, free weights, exercise machinery and equipment, personal fitness training, child nursery facilities, massage, physical and rehabilitative therapy, tanning, gym-related retail sales activities including but not limited to, vitamins, nutritional supplements, equipment, and apparel, personal enhancement amenities such as hair and nail cutting and care, restaurant and/or juice/snack bar facility and other usual amenities from time to time found in a modern fitness, nutrition, sports medicine, and health club facility, including any commercial office space which may be ancillary to

its business, as permitted by any governmental authority (it being understood that (a) the foregoing list of specific programs, facilities and services is illustrative, and not exhaustive, (b) Tenant shall not be obligated to offer each item on such list to its customers or members, and (c) such items are subject to technological advancement), and any other retail use permitted by applicable law and not otherwise prohibited by this Lease.

"Premises" means that certain 20,000 square foot (approximately) retail space within the Shopping Center as shown on the Site Plan.

"Prime Rate" means, at any time, the rate of interest most recently published as the "Prime Rate" in the Money Rates section of The Wall Street Journal.

"Property" means the certain real property described on Exhibit "A" attached hereto and incorporated herein which is owned by Landlord.

"Rent" as used herein, shall mean collectively Base Rent and Additional Rent

"Rent Commencement Date" shall mean the earlier of (i) 180 days after the Delivery Date; or (ii) the Opening Date.

"Shopping Center" means the Property and all improvements constructed thereon.

"Site Plan" means that certain Site Plan of the Shopping Center attached hereto as Exhibit "B".

"Tenant Parties" shall mean Tenant's agents, employees, contractors or invitees.

"Tenant's Proportionate Share": A percentage, computed on the ratio that the total Floor Area of the Premises bears to the total Floor Area of building(s) within the Shopping Center (which is 85,899 square feet), subject to change from time to time at Landlord's discretion.

"Term" and "Term of this Lease" are defined in Section 2.01(a) of this Lease.

ARTICLE II --GRANT AND TERM

Section 2.01 Grant. Landlord does hereby demise and lease the Premises to Tenant, and Tenant does lease and take the Premises from Landlord. Landlord further grants to Tenant during the Term the non-exclusive right, privilege and easement in common with all other tenants of the Shopping Center, for Tenant and its licensees, employees, agents, customers and invitees, to use all access roads and parking spaces within the Shopping Center as shown on the Site Plan for pedestrian and vehicular ingress and egress to and from the Premises without payment of any fee or other charge being made therefor except as may be specifically set forth in this Lease. The foregoing grants and the leasehold estate created thereby include any rights contained in, and are subject to, any covenants, restrictions and easements of record, the terms and provisions of certain reciprocal easement and/or operating agreements now or hereinafter entered into by Landlord with the owners or lessees of the Property and/or adjacent properties, if any, and any restrictions otherwise set forth in this Lease. Landlord represents that it has authority to enter into this Lease and that such covenants, restrictions and easements of record and the terms and provisions of any such reciprocal easement and/or operating agreements shall not materially interfere with Tenant's use of the Premises generally for the Permitted Use or materially increase Tenant's obligations or materially decrease Tenant's rights, as stated in this Lease.

(a) Initial Term. The term of this Lease (the "Term" or the "Term of this Lease") shall commence on the Rent Commencement Date and shall expire on the last day of the last full calendar month of the tenth (10th) Lease Year ("Expiration Date"), except as it may be extended as provided in Section 2.01(b) hereof or sooner terminated in accordance with the terms hereof. As used herein, "Term" and "Term of this Lease" refer to such initial term and to any extension thereof. If the Rent Commencement Date is on a date other than the first day of a calendar month (i) Base Rent for the month containing the Rent Commencement Date shall be prorated based upon the ratio that the number of days in the Term within such month bears to the total number of days in such month, and (ii) the initial monthly rental period shall cover the month containing the Rent Commencement Date and the following month (unless the Rent Commencement Date is the first day of the month, in which event the initial monthly rental period shall cover only the month containing the Rent Commencement Date). Notwithstanding the foregoing, from and after the Effective Date, this Lease shall be in full force and effect, and Tenant shall perform and observe all of the terms, covenants, conditions, agreements and indemnities to be kept, performed or observed by Tenant (other than the payment of Rent) prior to the Rent Commencement Date.

(b) Options to Extend. Landlord grants to Tenant three (3) options to extend the Term for periods of five (5) years each. Each option can be exercised by Tenant giving Landlord notice of such exercise not less than 180 days before the expiration of the then-existing Term; provided, however, that no such exercise shall be effective if Tenant is in default under this Lease at the time such notice is given or at the time such extended term would commence.

Section 2.02 Supplemental Agreement. In order to place in writing the exact dates of commencement and termination of the Term of this Lease, the parties shall, within ten (10) days after the Rent Commencement Date, execute a commencement date memorandum in the form attached hereto as Exhibit "C" to become a part hereof, setting forth the Delivery Date, the Rent Commencement Date, the Term, Base Rent, Tenant's Proportionate Share of Additional Rent, the Floor Area of the Premises and such other items as Landlord may reasonably request.

ARTICLE III --CONSTRUCTION OF IMPROVEMENTS

Section 3.01 Delivery. Landlord shall have delivered the Premises to Tenant when the following conditions have been satisfied: (i) Tenant has full physical and exclusive possession of the Premises including the receipt of the keys to the Premises; (ii) Landlord has approved the Plans, and (iii) Tenant has received an agreement from all of Landlord's lenders not to disturb Tenant's possession of the Premises in accordance with Section 27.18 hereof.

Section 3.02 Delivery Date. Landlord shall use reasonable efforts to ensure that the Delivery Date occurs on or about July 1, 2011 (the "Estimated Delivery Date"). If the Delivery Date has not occurred by Estimated Delivery Date, then Landlord shall give Tenant a credit against Rent equal to two days of Base Rent for each day after the Estimated Delivery Date, until the Delivery Date; provided that any delay caused by Tenant's failure to timely deliver the Plans will not be counted in determining such Rent credit. If the Delivery Date has not occurred by September 1, 2011, Tenant may terminate this Lease and have no further obligation or liability to Landlord. If Tenant does not deliver the Plans to Landlord before September 1, 2011, then Landlord may terminate this Lease and have no further obligation or liability to Tenant.

Section 3.03 Acceptance of Premises. Tenant accepts the Premises in their "As-Is" condition, unless Tenant notifies Landlord in writing within one (1) year of the Delivery Date of latent defects if such defects were not discoverable by a reasonably diligent investigation conducted on or about the Delivery Date. Notwithstanding the foregoing, Landlord represents and warrants that all uses listed in the Permitted Use are permitted under applicable zoning laws, that no restrictions applicable to the Shopping Center prohibit any of uses listed in the Permitted Use. In addition Landlord represents and warrants, to Landlord's actual knowledge, that: (i) the Premises complies with the ADA and all applicable laws, including, without limitation, building, fire safety, health, and land use laws,

ordinances, codes, rules, regulations, licenses, permits, variances, approvals, and environmental laws, (ii) the Premises are free of any Hazardous Materials; and (iii) the Permitted Use is permitted by any zoning laws applicable to the Premises.

Section 3.04 Tenant's Plans and Specifications. Within sixty (60) days after the Effective Date, Tenant shall submit to Landlord for approval, which approval shall not be unreasonably withheld, plans for construction and improvements Tenant plans to make to the Premises ("Tenant's Improvements") in "permit ready" form (the "Plans"). If Landlord does not approve or object to the Plans within five business days of receipt thereof, the Plans shall be deemed to be approved.

Section 3.05 Construction of Tenant's Improvements. Tenant shall construct all Tenant's Improvements in accordance with the Construction Procedures attached as Exhibit "D" attached hereto.

Section 3.06 Alterations. Except as expressly permitted herein, Tenant shall not construct any improvements after the initial improvements or make any structural alterations to the Premises without first obtaining the written consent of Landlord; provided that, Tenant may make non-structural alterations or improvements which cost less than \$50,000.00, without obtaining Landlord's consent. Landlord shall not unreasonably withhold or delay its consent to any non-structural alterations. Landlord may withhold its consent to any structural alterations in its sole and absolute discretion.

ARTICLE IV –RENT

Section 4.01 Base Rent. Tenant shall pay to Landlord without any prior demand therefor and without any deduction or setoff whatsoever beginning as of the Rent Commencement Date, Base Rent ("Base Rent") as follows:

<u>Period</u>	<u>Annual Base Rent Per Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
(i) From the Rent Commencement Date through the last day of the calendar month that is 18 months after the Rent Commencement Date	\$0.00 psf	\$0.00	\$0.00
(ii) For the last 6 months of Lease Year 2	\$6.00 psf	\$ 120,000.00	\$ 10,000.00
(iii) Lease Year 3 through Lease Year 5, inclusive	\$6.00 psf	\$ 120,000.00	\$ 10,000.00
(iv) Lease Year 6 through Lease Year 10, inclusive	\$7.55 psf	\$ 151,000.00	\$ 12,583.33
(v) During the first renewal period	\$7.70 psf	\$ 154,000.00	\$ 12,833.33
(vi) During the second renewal period	\$8.51 psf	\$ 170,200.00	\$ 14,183.33
(vii) During the third renewal period	\$9.36 psf	\$ 187,200.00	\$ 15,600.00

Base Rent for each month during the Term shall be due and payable monthly in advance on or before the first (1st) day of such month.

Section 4.02 Stipulation of Size. Regardless of the actual size of the Premises, the Floor Area of the Premises is deemed to be 20,000 square feet.

Section 4.03 Late Payments. In the event any payment of Base Rent, Additional Rent, and other sums due Landlord under this Lease is not received within five (5) days after it is due for any reason whatsoever, then in addition to the sums due Tenant shall pay interest thereon from the due date until paid by Tenant, at the rate of two percent (2%) above the Prime Rate, not to exceed the maximum rate of interest allowed by law in the state where the Shopping Center is located and a late fee of One Hundred and No/100 Dollars (\$100.00) to compensate Landlord for its administrative expenses in connection with such late payment. The interest and late fee shall be deemed to be Additional Rent.

ARTICLE V --CONDUCT OF BUSINESS BY TENANT

Section 5.01 Use of Premises. The Premises shall be used and occupied solely for the Permitted Use, and for no other use or purpose whatsoever; provided that, so long as Tenant continues to pay Rent, Tenant may cease its operations at the Premises.

Section 5.02 Prohibited Uses. In addition to other restrictions on the use of the Premises, the Premises are expressly prohibited from all uses set forth on Exhibit "E" attached hereto and made a part hereof.

Section 5.03 Intentionally Deleted

Section 5.04 Compliance with Laws and Regulations. Tenant shall comply with all laws, ordinances, codes, orders and regulations applicable to the Premises or to Tenant's activities or business relating to the Premises. Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or other parts of the Shopping Center. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk. Also, Tenant shall be responsible for compliance with the Americans with Disabilities Act as amended from time to time (the "ADA"), and related state and municipal laws and regulations, in all matters regarding both the interior configuration of the Premises and Tenant's business operations at the Premises.

Section 5.05 Exclusive Rights. Landlord (or any person or entity which controls, is controlled by, or is under common control with Landlord) shall neither (i) enter into any lease or other occupancy agreement covering the Landlord Property with any person or entity whose business is a health club or whose business offers aerobics, use of free weights, group exercise classes, nutritional counseling, individual use of exercise equipment, or personal training, nor (ii) itself operate at the Landlord Property a health club or offer aerobics, use of free weights, group exercise classes, nutritional counseling, individual use of exercise equipment, or personal training. As used herein, "Landlord Property" means any real property owned or leased by Landlord, or any person or entity which controls, is controlled by, or is under common control with Landlord, located within the Shopping Center. The foregoing exclusive use prohibition shall not be deemed to apply to child-care facilities, retail uses, restaurants and/or juice bar/snack bar facilities, personal amenity facilities (such as, fingernail salons, hair salons, or spas related thereto) which are not primarily a physical fitness facility or for providing physical fitness services. In the event of a breach of this covenant by Landlord, if Landlord fails to cure such default within five (5) days after notice from Tenant, all Rent shall abate until Landlord cures such default. Tenant shall also have all rights and remedies available to it at law or in equity (including, without limitation, the right of injunction).

ARTICLE VI --UTILITIES

Section 6.01 Cost of Utilities. Tenant shall be solely responsible for and promptly pay all charges for heat, water (including sewerage charges and/or taxes or other charges based on water consumption), gas, electricity

or any other utility used or consumed in the Premises. Tenant shall pay the cost for all heating, air conditioning and ventilation ("HVAC") service provided to the Premises, including the cost of maintenance, repair and replacement of same as may be further described in Article IX of this Lease. In the event the Premises are not separately metered, Tenant shall be charged as Additional Rent, Tenant's Proportionate Share of the cost of utilities based on the Floor Area of the Premises to the Floor Area of all premises sharing such utilities.

Section 6.02 Landlord's Right to Provide Utilities. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as Additional Rent the rates established therefore by Landlord which shall not exceed the rates which would be charged for the same services furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Premises to the public utility, if any, furnishing such service.

Section 6.03 Limitation on Liability. LANDLORD SHALL NOT BE LIABLE TO TENANT FOR DAMAGES IF THE FURNISHING OF ANY UTILITY SERVICE, TELEPHONE SERVICE OR OTHER SERVICE TO THE PREMISES SHALL BE INTERRUPTED, REDUCED, CURTAILED OR IMPAIRED UNLESS CAUSED BY LANDLORD.

ARTICLE VII --TAXES AND REAL ESTATE CHARGES

Section 7.01 Personal Property Taxes. Tenant shall be liable for all taxes levied against personal property and trade fixtures and improvements placed by Tenant in the Premises.

Section 7.02 Real Estate Taxes. Tenant shall also be liable for Tenant's Proportionate Share of all "Real Estate Charges" (as defined below) related to the Shopping Center or Landlord's ownership of the Shopping Center. Tenant's obligations under this Section 7.02 shall be prorated during any partial year (i.e., the first year and the last year of the Term). Real Estate Charges shall include ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents, any tax or charge for governmental services (such as street maintenance or police or fire protection) assessed against the Property or any improvements thereon and/or on the income of Landlord derived from the Shopping Center and any state or federal tax or charge which replaces or is substituted for or is in addition to or is levied, in whole or in part, in lieu of, in substitution for, or in addition to any of such above-described Real Estate Charges: provided, however, that Real Estate Charges shall not be deemed to include any franchise, estate, inheritance or other general income tax, except for any state or federal tax or charge which replaces or is substituted for or is levied, in whole or in part, in lieu of, in substitution for, or in addition to any of such above-described Real Estate Charges. Landlord shall provide copies of any notices or correspondence related to the Real Estate Charges related to the Shopping Center promptly upon receipt thereof. Tenant may protest the Real Estate Charges imposed upon the Center in accordance with applicable statutory procedures and provided that Tenant shall not take any action: (a) which shall cause or allow the institution of foreclosure proceedings against the Shopping Center, (b) which shall result in the imposition of fines, penalties, or fees in addition to such Real Estate Charges, or (c) which shall subject Landlord to the risk of any civil or criminal liability. Any refund of Real Estate Charges shall reduce the Real Estate Charges. Landlord will reimburse Tenant for any costs actually incurred by Tenant in protesting the Real Estate charges, only to the extent of the reduction in such Real Estate Charges, and provided that Tenant will pay its Pro Rata Share of such expenses.

Section 7.03 Adjustment. During each month of the Term of this Lease, at the same time and in the same manner as with the payment of monthly installments of Base Rent and Additional Rent, Tenant shall make a monthly payment to Landlord equal to one-twelfth (1/12) of Tenant's Proportionate Share of the Real Estate Charges related to the Shopping Center, which Landlord reasonably estimates will be due and payable for that particular year. Tenant's Proportionate Share of the initial Real Estate Charges is estimated to be \$0.84 per square foot of Floor Area of the Premises for the first calendar year. In the event Landlord does not otherwise notify Tenant of the monthly amounts to be paid under this Article VII, then Tenant shall continue to pay such monthly deposits in an amount

equal to one-twelfth (1/12) of Tenant's Proportionate Share of the Real Estate Charges for the immediately preceding twelve (12) month period. The initial monthly Real Estate Charges are based upon Tenant's Proportionate Share of the estimated Real Estate Charges on the Shopping Center for the year in question, and the monthly Real Estate Charges are subject to increase at any time during the Term of this Lease as determined by Landlord to reflect an accurate amount of Tenant's Proportionate Share of the Real Estate Charges. The Real Estate Charges due from Tenant shall be reconciled annually. If Tenant's total Real Estate Charges are less than Tenant's actual proportionate share of the Real Estate Charges related to the Shopping Center, Tenant shall pay to Landlord upon demand the difference; if the total real estate payments of Tenant are more than Tenant's actual proportionate share of the Real Estate Charges related to the Shopping Center, Landlord shall retain such excess and such excess sum shall either (i) be credited against the next maturing installments due from Tenant to Landlord for Tenant's Proportionate Share of actual Real Estate Charges or (unless otherwise provided herein), or (ii) if no further installments are due from Tenant, be refunded by Landlord to Tenant.

ARTICLE VIII --THE COMMON AREA

Section 8.01 Common Area. The term "Common Area" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center), parking area, private streets and alleys, landscaping and landscaped areas, irrigation systems, storm water drainage facilities, utilities to the extent not maintained by a utility provider, curbs, common loading areas, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, service halls and the like but excluding (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time, (ii) easements, streets and alleys maintained or controlled by a public authority, (iii) areas within the Shopping Center which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Premises), and (iv) areas leased to a single-purpose user (such as a bank or a fast-food restaurant) where access is restricted. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, they will be deemed to be so included for purposes of (a) Landlord's ability to prescribe rules and regulations regarding same, and (b) their inclusion for purposes of common area maintenance reimbursements. Finally, storm water drainage and outlet facilities and retention and detention areas and related facilities that may not be part of the Common Area but nevertheless serve the Shopping Center shall be deemed Common Area and shall be included for purposes of determining the Common Area Maintenance Charges (hereinafter defined), as will Real Estate Charges and insurance expenses related thereto. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Shopping Center, provided that such change does not materially adversely affect Tenant. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time to time substitute for any existing parking area any other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground.

Section 8.02 Use of Common Area. Tenant and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the nonexclusive right to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants in the Shopping Center and other persons permitted by the Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe.

Section 8.03 Common Area Maintenance. Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures will be generally consistent with similar shopping centers within the same geographical area as the Shopping Center.

Section 8.04 Common Area Maintenance Charges.

(a) In addition to the Rent and other charges prescribed in this Lease, Tenant shall pay to Landlord Tenant's Proportionate Share of all reasonable costs of operation and maintenance of the Common Area (including insurance thereon) (collectively, "Common Area Maintenance Charges") which may be incurred by Landlord in its discretion. Common Area Maintenance Charges shall include, without limitation, all sums reasonably expended in connection with: service and maintenance contracts, including, without limitation, windows and general cleaning, removing of snow, ice, debris and surface water, security police (if and to the extent Landlord provides security), electronic intrusion and fire control and telephone alert systems; maintenance and repair of machinery and equipment used in the operation of the Shopping Center; maintenance and repair of storm, sanitary and other drainage or detention systems, sprinklers and other fire protection systems, irrigation systems, and electrical, gas, water, telephone and other utility systems; maintenance and repair of paving, curbs, sidewalks, walkways, roadways, roofs, parking surfaces (including repaving, sealing, striping and patching); maintenance and repair of lighting facilities; maintenance and repair of signage; all costs and expenses allocable to any applicable operating agreement benefiting the Property, if any; appeal or contest of Real Estate Charges; all costs and expenses of water or other common utilities; uniforms, supplies and materials used in connection with the operation and maintenance of the Shopping Center; advertising, seasonal decorations, a management fee not to exceed 4% of the total of all other Common Area Maintenance Charges, and the cost of Landlord's insurance maintained pursuant to Section 10.01 and any deductible if and when paid. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, Landlord and Tenant agree that roof maintenance, and repair shall be included as a common area maintenance item to the extent not specifically allocated to Tenant under this Lease nor to another tenant pursuant to its lease.

(b) The following shall be excluded from the Common Area Maintenance Charges: (a) any expenditure that is properly categorized as capital under generally accepted accounting principles, including, without limitation: the original investment in capital improvements, any replacements of capital items or other equipment, and structural additions to the Shopping Center, (b) debt service on any loans affecting the Shopping Center; (c) ground rents paid by Landlord for the property on which the Shopping Center is located; (d) legal or other fees associated with the enforcement of leases against other tenants; (e) leasing commissions and other expenses incurred in connection with the development or leasing of the Shopping Center; (f) improvements, repairs or alterations to interior of spaces leased to other tenants; (g) the cost of providing any service directly to any other tenant; (h) the cost of any items to the extent Landlord receives reimbursement from a third party; (i) any reserves for future expenditures or liabilities which would be incurred subsequent to the then current accounting year; (j) costs in connection with the cleanup or removal of Hazardous Substances not caused by Tenant; (k) any bad debt loss, rent loss or reserve for bad debt or rent loss; (l) any management fee or similar fees or charges which exceed 5% of the total of all other Common Area Maintenance Charges; and (m) any salaries or payroll expenses of Landlord's employees. There shall be no duplication of charges and at no time shall Tenant pay a proportionate share of an amount that exceeds Landlord's cost for any particular expense. Notwithstanding anything to the contrary contained in this Lease, after reconciliation and determination of the actual Common Area Maintenance Charges for the first full year of occupancy, for each year thereafter the total actual Common Area Maintenance Charges, charges shall not increase to Tenant over the preceding year by more than five percent (5%) (provided that such limitation specifically excludes Real Estate Taxes and Landlord's insurance).

(c) Tenant's Proportionate Share of the initial Common Area Maintenance Charges (including insurance) is estimated to be \$0.53 per square foot of Floor Area of the Premises for the first calendar year. Each month during the Term of this Lease, at the same time and in the same manner as with the monthly installments of Base Rent, Tenant shall pay to Landlord one-twelfth (1/12) of the estimated Common Area Maintenance Charges for the current year which Landlord may have given Tenant for the current year or, if the Common Area Maintenance Charges has not been estimated by Landlord, then Tenant shall pay one-twelfth (1/12) of the actual Common Area Maintenance Charges for the immediately preceding calendar year. Each Common Area Maintenance Charges payment shall be due and payable at the same time and in the same manner as the payment of Base Rent. Landlord may at its option make monthly or other periodic changes based upon the estimated annual Common Area Maintenance Charges, payable in advance, but subject to adjustment after the end of the year on the basis of the actual cost for such year, as provided herein.

Section 8.05 Reconciliation. In the event Landlord does not otherwise notify Tenant of the monthly amounts to be paid under this Article VIII, then Tenant shall continue to pay such monthly deposits in an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the Common Area Maintenance Charges for the immediately preceding twelve (12) month period. The Common Area Maintenance Charges due from Tenant shall be reconciled annually. If Tenant's total payments are less than Tenant's actual proportionate share of the Common Area Maintenance Charges related to the Shopping Center, Tenant shall pay to Landlord upon demand the difference; if the total payments of Tenant are more than Tenant's actual proportionate share of the Common Area Maintenance Charges related to the Shopping Center, Landlord shall retain such excess and such excess sum shall either (i) be credited against the next maturing installments due from Tenant to Landlord for Tenant's Proportionate Share of actual Common Area Maintenance Charges or (unless otherwise provided herein), or (ii) if no further installments are due from Tenant, be refunded by Landlord to Tenant.

Section 8.06 Parking. At all times during the term of the Lease, Landlord will provide in the Common Area at least five parking spaces per one thousand square feet of Floor Area within the Premises; provided that, portions of the parking areas may be closed for a reasonable time as necessary to repave or restripe the parking areas.

Section 8.07 Roof Rights. Tenant shall be permitted to utilize the roof for one roof-mounted antenna or satellite dish for its sole use and not for sublease to third parties. Landlord grants to Tenant the right to access the roof to install, maintain, repair, and replace such antenna or satellite dish. Any antenna or satellite dish installed by Tenant shall comply with all applicable laws. Any roof penetrations made by Tenant to install such antenna or satellite dish shall be subject to Landlord's consent, not to be unreasonably withheld or delayed; provided that Landlord may reasonably withhold its consent to any roof penetration that would void its roof warranty.

Section 8.08 Center Expenses Statement

(a) Within ninety (90) days after the end of each whole or partial calendar year during the Term, Landlord shall deliver to Tenant a written statement that shows, in reasonable detail and in accordance with generally accepted accounting principles, the computation of the actual Real Estate Charges, insurance expenses, and Common Area Maintenance Charges payable by Tenant (the "Center Expenses") with respect to such whole or partial calendar year ("Center Expenses Statement"). If the total of the Center Expenses paid by Tenant for such whole or partial calendar year is more than the actual amount of the Center Expenses payable by Tenant with respect to such whole or partial calendar year, then Landlord shall credit the excess: first, against any outstanding Rent due from Tenant; and second, against future expenses to be paid by Tenant; provided that, if there are no future expenses to be paid by Tenant, then Landlord shall refund the excess to Tenant within thirty (30) days. If the total of the Center Expenses paid by Tenant for such whole or partial calendar year is less than the actual amount of the Center Expenses payable by Tenant with respect to such whole or partial calendar year, then Tenant shall pay the amount of such deficiency within thirty (30) days, unless Tenant has timely invoked its audit rights as provided below, in which case the deficiency shall be due and payable within fifteen (15) days after the completion of Tenant's audit.

(b) Tenant shall have the right, at Tenant's expense, to audit Center Expenses for any calendar year (or partial calendar year occurring during the Term of the Lease) for a period of ninety (90) days following the receipt of the Center Expenses Statement for any calendar year period or partial calendar year period. Landlord shall provide reasonable access to all books and records relating to Center Expenses upon notice to Landlord at least five business days in advance, during ordinary business hours. Landlord shall retain copies of all records related to Center Expenses for four (4) years. The audit shall be conducted only by reputable independent certified public accountants employed by Tenant on an hourly or fixed fee basis, and not on a contingency fee basis. The nature and content of any audit are confidential, and Tenant, for itself and on behalf of its representatives, shall not disclose the information obtained from the audit to any other tenant in the Center or any other parties, except for its attorneys, accountants, and other persons

assisting Tenant with evaluation of the Center Expenses. If as a result of its audit, Tenant determines that the actual Center Expenses for the period covered by any statement are less than the amount shown on the Center Expenses Statement, Tenant shall promptly notify Landlord of such determination, which notice shall be accompanied by a copy of the results of Tenant's audit.

(c) Upon receipt of such notice and accompanying information, Landlord may object to Tenant's determination by providing Tenant with written notice of such objection within 30 days following receipt by Landlord of Tenant's notice and accompanying information. Unless Landlord so objects, Landlord shall credit (or refund, if no further amounts are due under this Lease) to Tenant the excess as determined by the results of Tenant's audit within 30 days following receipt of Tenant's notice and accompanying information. If, however, Landlord timely objects, Landlord and Tenant shall negotiate for a 30-day period to attempt to reach agreement concerning the dispute, following which they shall appoint, by mutual agreement, a neutral independent certified public accountant who shall promptly make a written determination of the Center Expenses for the period in question and shall provide such determination to Landlord and Tenant. The neutral independent certified public accountant's determination shall be binding upon Landlord and Tenant for all purposes.

(d) If the neutral independent certified public accountant determines (or if Landlord does not timely object to the results of Tenant's audit) that Landlord has overstated Tenant's pro rata share of Center Expenses by 5% or more cumulatively for the period covered by the audit, then Landlord shall pay (i) for the reasonable costs of Tenant's audit, as well as (ii) the fees and costs owed to the neutral independent certified public accountant for its services, and (iii) if Landlord has objected to Tenant's audit, all reasonable costs incurred by Tenant in disputing such Center Expenses Statement. If the neutral independent certified public accountant determines that Landlord did not overstate Center Expenses by 5% or more cumulatively for the period covered by the audit, Tenant shall pay the fees and costs owed to the neutral independent certified public accountant for its services and shall pay all reasonable costs incurred by Landlord in connection with the dispute over Center Expenses. Any amount owed by one party to the other following the neutral auditor's determination shall be paid within 10 days of the date of such determination.

ARTICLE IX --MAINTENANCE AND REPAIR OF THE PREMISES

Section 9.01 Maintenance by Landlord. Landlord shall keep the foundation, the exterior walls (except plate glass; windows, doors and other exterior openings), the utility lines serving the Premises up to the Premises (but not within the Premises), and the roof of the Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires; and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Article XI and Article XII of this Lease. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give written notice thereof to Landlord and Landlord shall have a reasonable time after receipt by Landlord of such written notice, in which to make such repairs.

Section 9.02 Maintenance by Tenant. Except for those repairs to the Premises which Landlord has expressly agreed to make pursuant to this Lease, Tenant shall make all other necessary repairs and maintenance to the Premises or the improvements thereon. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and maintenance of all lighting, heating, air conditioning, plumbing, and other electrical, mechanical and electromotive installation, equipment and fixtures. Tenant shall keep the Premises and Tenant's Improvements in first class condition order and repair, clean, sanitary and safe. In addition to the foregoing, Tenant shall maintain a preventative maintenance contract on the HVAC serving the Premises, which contract shall provide for periodic maintenance in accordance with the manufacturer's specifications. In the event Tenant fails to maintain such preventative maintenance contract, Landlord, at its option, may arrange for such a preventative maintenance contract for the HVAC units; provided, however, Landlord has notified Tenant, in writing of this failure of Tenant to comply with the maintenance requirements set forth herein and

Tenant has failed to cure such noncompliance within thirty (30) days from receipt by Tenant of Landlord's notice, in which event the cost of such preventative HVAC maintenance shall be billed directly to Tenant and shall be paid within ten (10) days of receipt of invoice therefor.

ARTICLE X --INSURANCE AND INDEMNITY

Section 10.01 Landlord's Insurance

(a) Landlord shall procure and maintain throughout the Term of this Lease a policy or policies of insurance causing the Shopping Center and all improvements thereon to be insured under standard fire and extended coverage insurance for their actual replacement cost and causing the Common Areas to be insured under commercial general liability insurance for limits of not less than One Million and No/Dollars (\$1,000,000.00) per occurrence and Five Million and No/Dollars (\$5,000,000.00) annual aggregate for personal injury including bodily injury and death or property damage liability and shall contain a contractual liability endorsement (and any other endorsements or special coverages which are customary carried by owners of similar properties).

(b) Any other insurance which is customarily carried by owners of similar properties.

Section 10.02 Tenant's Insurance

(a) At all times during construction of Tenant's Improvements or any approved alterations to the Premises, Tenant shall maintain and keep in effect Builder's Risk Insurance with completed operations coverage, in insurance companies reasonably satisfactory to Landlord.

(b) At all times during the Term of this Lease, Tenant shall:

(i) carry, or cause to be carried in the name of Landlord and Tenant as their interest may appear, in insurance companies reasonably satisfactory to Landlord, standard fire and extended coverage insurance, including, by endorsement if necessary, coverage of the following additional perils: flood, including sprinkler leakage coverage, and ordinance or law, insuring the Tenant's Improvements located on Premises and its appurtenances for the actual replacement cost (such insurance shall include an endorsement for business income and extra expense coverage, shall name Landlord as loss payee, include an "agreed amount" endorsement, and eliminate any coinsurance requirement);

(ii) effect and maintain in insurance companies satisfactory to Landlord, boiler, machinery, and air conditioning insurance in the amount of Two Hundred and Fifty Thousand and No/Dollars (\$250,000.00);

(iii) effect and maintain commercial general liability insurance, on an occurrence basis, for the benefit of Landlord and Tenant for limits of not less than One Million and No/Dollars (\$1,000,000.00) per occurrence and Five Million and No/Dollars (\$5,000,000.00) annual aggregate for personal injury including bodily injury and death or property damage liability and shall contain a contractual liability endorsement; Tenant shall name Landlord as an additional insured on Tenant's commercial general liability insurance; and

(iv) effect and maintain workers' compensation insurance in statutory amounts.

(c) Evidence of insurance must be on file with Landlord before Tenant receives the Premises and must be kept current at all times. If Tenant shall fail to effect or maintain such insurance and provide Landlord with certificates evidencing the same at least ten (10) days before the date that Tenant is required to have any such insurance in effect, then, upon five days' prior written notice to Tenant, Landlord may effect the same and Tenant agrees to pay, within thirty (30) days after demand, any amount paid by Landlord for such purpose, together with interest thereon, and, in case of its failure to so pay, the same shall be added to and become part of the installment of rent next due under the terms of this Lease.

(d) All policies of insurance required to be procured herein shall be insured by insurance companies with general policyholder's rating of not less than A and a financial rating of Class VII as rated in the most current available "Best's Insurance Reports", and licensed to do business in the state where the Premises is located and authorized to issue such policy or policies. All such policies shall contain a provision that the coverage shall be primary and non-contributing with respect to any policy carried by the other party, and that any policy carried by the other party shall be excess insurance. All policies of insurance procured by Tenant shall contain an endorsement providing as follows: that such insurance may not be materially changed, amended or canceled with respect to Landlord except after thirty (30) days' prior written notice from the insurance company to Landlord and Landlord's mortgagee, sent by certified mail, return receipt requested.

(e) All policies procured by either party shall contain an endorsement containing an express waiver of any right of subrogation by the insurance company against the other party (whether named as an insured or not). Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any right of recovery against the other party on account of hazards covered by insurance obtained by the party procuring such insurance that is required under this Article X.

Tenant's Proportionate Share of Landlord's "insurance expenses" related to the Shopping Center shall be paid monthly, in advance, in equal installments, in an amount estimated by Landlord from time to time subject to adjustment after the end of each calendar year on the basis of the actual "insurance expenses" for such calendar year as part of Common Area Maintenance Charges. A copy of an insurance bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of "insurance expenses" to which such bill relates.

Section 10.03 Indemnification.

(a) Indemnification by Tenant. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND/OR ITS AGENTS, SERVANTS OR EMPLOYEES, TENANT COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, SUITS OR ACTIONS, JUDGMENTS AND COSTS, WHICH AROSE OR GREW OUT OF (i) THE FAILURE OF TENANT TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS LEASE, (ii) ANY ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, SERVANTS, EMPLOYEES, OR (iii) CIRCUMSTANCES OCCURRING WITHIN THE PREMISES.

(b) Indemnification by Landlord. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, LANDLORD COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD TENANT HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, SUITS OR ACTIONS, JUDGMENTS AND COSTS, WHICH AROSE OR GREW OUT OF (i) THE FAILURE OF LANDLORD TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS LEASE, (ii) ANY ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AGENTS, SERVANTS, OR EMPLOYEES, OR (iii) CIRCUMSTANCES OCCURRING WITHIN THE SHOPPING CENTER, BUT OUTSIDE THE PREMISES, TO THE EXTENT SUCH ARE ACTUALLY COVERED, OR SHOULD HAVE BEEN COVERED, BY INSURANCE LANDLORD IS OBLIGATED TO PROCURE PURSUANT TO THIS LEASE.

Section 10.04 No Representation or Warranty. Landlord makes no representation that the limits or forms of coverage of insurance required to be maintained by Tenant as specified in this Article X are adequate to cover Tenant's property or Tenant's obligations under this Lease.

ARTICLE XI --DAMAGE BY CASUALTY

Section 11.01 Restoration. Except as otherwise provided in Section 11.02 hereof, if the Premises (except moveable trade fixtures, furniture and furnishings on the Premises) should at any time during the Term be damaged or destroyed by fire or otherwise, and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall, to the extent insurance proceeds are available to Landlord, restore and rebuild the same as nearly as possible to the condition they were in immediately before such damage or destruction, and such restoration and rebuilding, prosecuted with due diligence, shall be completed as soon as reasonably possible. In the event (a) the building in which the Premises are located is destroyed or substantially damaged by a casualty not covered by the insurance required herein, or (b) such building is destroyed or rendered untenable to an extent in excess of fifty percent (50%) of the first floor area by a casualty covered by Landlord's insurance, or (c) the holder of a mortgage, deed of trust or other lien on such building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense. In the event of a termination of this Lease pursuant to this Article, Base Rent shall be apportioned on a per diem basis and paid to the date of such termination.

Section 11.02 Landlord's Obligations to Rebuild. Landlord's obligation to rebuild and repair under this Article XI shall in any event be limited to restoring the Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, exhibits, Tenant's Improvements, fixtures and equipment installed by Tenant. Tenant agrees that promptly after completion of such work by Landlord, to the extent insurance proceeds are available to Tenant, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, Tenant's Improvements, fixtures, signs and equipment installed by Tenant, as the case may be. Notwithstanding anything in this Lease to the contrary, Landlord's obligations under this Lease to rebuild and repair the Premises shall be limited in any event to the amount of insurance proceeds recovered by Landlord under its insurance policy or policies as a result of a casualty.

Section 11.03 Continued Operations. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable and Tenant's Base Rent shall be abated in proportion to the area damaged during such time of restoration.

ARTICLE XII --CONDEMNATION

Section 12.01 Partial Taking. If less than thirty percent (30%) of the Floor Area of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof (a "Partial Condemnation"), and Landlord's lender consents to the restoration of the Premises, this Lease shall not terminate; however, the Base Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such Condemnation, and Landlord's receipt of any condemnation award, Landlord shall make all necessary repairs or alterations to the remaining premises required to make the remaining portions of this Premises an architectural whole.

Section 12.02 Total Taking. If more than 30% of the Floor Area of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof (a "Total Condemnation") then the Term of this Lease shall terminate as of the date

possession shall be taken by such authority and the Base Rent shall be abated during the unexpired portion of this Lease.

Section 12.03 Taking of Common Area. If any immaterial part of the Common Area should be taken as aforesaid, this Lease shall not terminate, nor shall the Base Rent payable hereunder be reduced.

Section 12.04 Application of Award. In the event of a Total Condemnation, or a Partial Condemnation, the awards and other payments which Landlord and Tenant shall be entitled to have and receive, shall be paid to Landlord. Notwithstanding the foregoing, Tenant shall have the right to prove in any condemnation proceedings and to receive any separate award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses; provided, however, Tenant shall in no event have any right to receive any award for its interest in this Lease or for loss of leasehold, and any such award shall not reduce amounts that would otherwise be available to Landlord.

ARTICLE XIII --ASSIGNMENT AND SUBLETTING

Section 13.01 Consent Required. Tenant shall not, directly or indirectly, transfer, assign, sublet, enter into license or concession agreements, change ownership, hypothecate, or pledge this Lease or Tenant's interest in and to the Premises in whole or in part, or otherwise permit occupancy of all or any part of the Premises by anyone with, through or under it, without first procuring the written consent of Landlord, which consent will not be unreasonably withheld or delayed. The transfer of a direct or indirect controlling interest in Tenant shall be deemed to be a transfer requiring Landlord's consent if Tenant is not a publicly traded corporation. The general prohibition contained herein against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. No assignment or sublease shall be effective until the assignee executes a written agreement, in form reasonably satisfactory to Landlord, assuming the obligations of the tenant contained in this Lease.

Section 13.02 Permitted Transfer. Notwithstanding the foregoing, Tenant may, with written notice to Landlord, sublet all or any portion of the Premises or assign this lease to the following only if the transferee expressly agrees in writing to bound by each and every duty and obligation set forth in this Lease, and Tenant is not in default under the terms and conditions of this Lease at the time of the assignment or sublease: (a) a parent, subsidiary, affiliate, division, or other entity, controlling, controlled by, or under common control with Guarantor; or (b) any franchisee of Gold's Gym, or (c) a subtenant pursuant to a sublease of a maximum of ten thousand 10,000 square feet of the Premises whose proposed use (i) will be consistent with the character and reputation of the Center, in Landlord's reasonable judgment, (ii) is included in, or complementary to, the Permitted Use, (iii) is not prohibited by this Lease, (iv) will not cause a violation of any exclusive agreements executed by Landlord that Landlord has delivered to Tenant, and (v) is not a Prohibited Use, and Tenant may choose to share its pylon signage and/or storefront signage with such subtenant, subject to compliance with the terms and conditions of this Lease.

Section 13.03 Tenant to Remain Liable. Notwithstanding any transfer, Tenant and any Guarantor of Tenant's obligations under this Lease shall at all times remain fully liable for the performance of all of Tenant's obligations under this Lease (notwithstanding future transfers and regardless of whether or not Tenant's approval has been obtained for such future transfers). The transferee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space transfer, and Tenant shall deliver to Landlord promptly after execution an executed copy of each such transfer and an agreement of compliance by each such transferee.

Section 13.04 Void Transfer. Any sale, mortgage or transfer of this Lease which is not in compliance with the provisions of this Article XIII shall be of no effect and void.

Section 13.05 Transfer by Landlord. In the event of the transfer and assignment by Landlord of its interest in this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

Section 13.06 No Mortgage. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises.

ARTICLE XIV --DEFAULT

Section 14.01 Events of Default. The following events shall be deemed to be "Events of Default" by Tenant under this Lease:

(a) Tenant shall have failed to pay any installment of Base Rent, Additional Rent or any other charge provided herein, or any portion thereof when the same shall be due and payable, and the same shall remain unpaid for a period of fifteen (15) days after written notice from Landlord; or

(b) Tenant shall have failed to comply with any other provision of this Lease, if the failure continues for thirty (30) days after written notice to Tenant; provided, however, that in the case of a default which cannot, with due diligence, be cured within a period of thirty (30) days, Tenant shall have such additional time to cure such default as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to cure such default within thirty (30) days after receipt of said notice; or

(c) Tenant shall do or permit to be done anything which creates a non-permitted lien upon the Premises, provided, however, that Tenant may contest the validity of such lien without being in default hereunder by posting a bond equal to one hundred percent (100%) of the amount of said lien in a form and with a company satisfactory to Landlord; or

(d) The making by Tenant of a general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless a petition filed against Tenant is dismissed within ninety (90) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease if possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

Section 14.02 Remedies. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Termination of Right of Possession. Landlord may terminate Tenant's right of possession of the Premises without terminating the Term of this Lease. Upon such termination, Landlord may, at Landlord's option, enter into the Premises and take and hold possession thereof, without such entry into possession terminating the Term of this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay Base Rent and Additional Rent for the full Term. Upon such re-entry, Landlord may remove all persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Landlord may make repairs and redecorate the Premises to the extent deemed by

Landlord necessary or desirable in connection with reletting the Premises or otherwise, and Tenant shall, upon demand, pay the costs thereof, together with Landlord's expense of reletting. The amount, if any, by which cash consideration actually received by Landlord upon any such reletting, exceeds Landlord's expenses incident thereto, including reasonable brokerage fees and legal expenses, shall be credited to Tenant's rental obligations hereunder. Landlord may cancel and terminate the Term of this Lease by serving five (5) days' written notice on Tenant of such further election and to pursue any remedy at law or in equity that may be available to Landlord.

(b) Termination of Term of Lease. Landlord may terminate the Term of this Lease. Upon such termination, Landlord shall have the right to recover from Tenant:

(i) the worth at the time of the award of any unpaid Rent which has been earned at the time of such termination; and

(ii) the worth at the time of the award of the amount by which Base Rent and Additional Rent that would have been earned after such termination until the time of award exceeds the amount of Rent loss Tenant proves could have been reasonably avoided; and

(iii) the worth at the time of award of the amount by which Base Rent and Additional Rent for the balance of the Term after the time of award exceeds the amount of rental loss Tenant proves could be reasonably avoided; and

(iv) any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations (including the costs and expenses of recovering the Premises and reasonable attorneys' fees) or which would be likely to result from Tenant's failure; and

(v) all other amounts permitted by applicable law.

(c) Other Remedies. Pursuit of any of the foregoing remedies by Landlord shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or other payments due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the Term of this Lease shall be deemed a termination of the Term of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate the Term of this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of Rent or other payments hereunder after the occurrence of a default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon a default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

(d) Waivers by Tenant. To the extent permitted by applicable law, Tenant waives notice of reentry (or institution of legal proceedings), including the right to receive notice pursuant to any statute or judicial decision of law. Notwithstanding anything to the contrary contained herein, any written notice, other than as specifically set forth in this Article XIV, required by a statute or law enacted now or later is

waived by Tenant, to the extent permitted under that statute or law. Tenant expressly waives any right or defense it may have to claim a merger, and neither the commencement of an action or proceeding nor the settlement of, or entering of judgment for any action or proceeding shall bar Landlord from bringing subsequent actions or proceedings, based upon other or subsequently accruing claims, or based upon claims or events which have previously accrued and not been resolved in any prior action, proceeding or settlement.

Section 14.03 Landlord's Default. Landlord shall, in no event, be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. In no event shall Tenant be entitled to seek and Tenant hereby waives any right to any special, punitive or consequential damages against Landlord for Landlord's default or breach of this Lease. If Landlord is in default, Tenant may, in addition to any other remedies available in equity or at law, perform such obligation and charge the cost thereof to Landlord. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have no claim, and hereby waives the right to any claim, against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent or approval, and in such event, Tenant's only remedies shall be an action for specific performance or injunction to enforce any such requirement for consent or approval.

Section 14.04 Landlord's Lien. Landlord shall have, at all times, a valid lien for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon the occurrence of an Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale, at which Landlord or his assigns may purchase and apply the proceeds thereof less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant, and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of chattel mortgages or in any other form provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Anything herein to the contrary notwithstanding, purchase money financing of Tenant's removable trade fixtures and equipment shall not be a default under this Section 14.05.

ARTICLE XV --HOLDING OVER

If Tenant, without Landlord's consent, remains in possession of the Premises after the expiration of the Term and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at a rental equal to one hundred fifty percent (150%) of the Base Rent plus Additional Rent herein provided for the period immediately before the expiration of the Term and otherwise subject to all the conditions, provisions and obligations of this Lease. Tenant shall, in addition to other liabilities to Landlord, indemnify, defend and hold Landlord harmless from loss and liability resulting from that failure including, but not limited to, claims made by a succeeding tenant. The exercise of Landlord's rights shall not be interpreted to allow Tenant to continue in possession, nor shall it be deemed an election to extend the Term.

ARTICLE XVI --ACCESS BY LANDLORD

Provided that Tenant's business operations are not unreasonably interfered with, Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times to examine the same, and to show them to

prospective purchasers or lessees of the building. During the six (6) months before the expiration of the Term of this Lease or any renewal term, Landlord may place upon the Premises the usual notice "For Lease" or "For Sale", which notices Tenant shall permit to remain thereon. If Tenant shall not be personally present to open and permit an entry into the Premises at any time when for any reason an entry therein shall be necessary to protect the Premises from damage, Landlord or Landlord's agents may enter the same, without rendering Landlord or such agents liable therefor and without, in any manner, affecting the obligations and covenants of this Lease. Landlord shall repair any damage caused by its entry. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any additional obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

ARTICLE XVII --QUIET POSSESSION

Landlord covenants that Tenant, on paying the Rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any ways appertaining, during the Term hereof.

ARTICLE XVIII --BANKRUPTCY-INSOLVENCY

The parties acknowledge that in order to protect the mix of tenants within the Shopping Center, the purpose for which Tenant may use the Premises have been specifically limited by the provisions of Article V hereof, and that the economics of this Lease, particularly with respect to the agreed upon Base Rent and Additional Rent, were established on the basis of Tenant's expected business operations for the Permitted Use. Anything in this Lease to the contrary notwithstanding, if Tenant becomes subject to voluntary or involuntary proceedings under the United States Bankruptcy Code (the "Bankruptcy Code") and Tenant or any trustee, receiver or other custodian of Tenant or of its assets or properties shall assign this Lease, any and all amounts paid or to be paid by or for the account of the assignee in consideration of such assignment shall be and remain the property of Landlord, and any and all such amounts received by Tenant or such trustee, receiver or custodian shall be held in trust for Landlord and remitted to Landlord promptly after receipt thereof. If Landlord is not permitted to terminate this Lease because of the provisions of the Bankruptcy Code, Tenant agrees, as a debtor in possession or any trustee for Tenant, within fifteen (15) days after Landlord's request to the Bankruptcy Court, to assume or reject this Lease. Tenant, on behalf of itself and any trustee, agrees not to seek or request an extension or adjournment of the application to assume or reject this Lease. In no event after the assumption of this Lease shall an existing default remain uncured for a period more than the earlier of ten days or the time period specified in this Lease. If a filing of a petition under the Bankruptcy Code occurs, Landlord shall not have an obligation to provide Tenant with services or utilities unless Tenant has paid and is current in all payments of Rent and Additional Rent.

ARTICLE XIX --TITLE TO IMPROVEMENTS; SURRENDER

Tenant covenants and agrees that its interest in the Tenant's Improvements (other than Tenant's moveable trade fixtures, machinery, equipment and personal property) to be constructed on the Premises shall become subject to the terms and conditions of this Lease and that any grantees or assignees of its interest in the Tenant's Improvements or this Lease shall take subject to and be bound by the terms and conditions of this Lease, expressly including the following provisions:

- (a) Upon expiration or termination of the Term of this Lease, Landlord shall be the sole and absolute owner of the Tenant's Improvements, free of any right, title, interest or estate of Tenant therein without the execution of any further instrument and without payment of any money or other consideration thereof. Tenant shall execute such further assurances of title as may be requisite. Tenant hereby grants, releases, transfers, sets over, assigns and conveys to Landlord all of its right, title and interest in and to the improvements upon the termination of the Term of this Lease.

(b) Tenant shall, upon such termination, surrender and deliver the Premises and deliver the improvements, other than Tenant's moveable trade fixtures, machinery, equipment and personal property (without any payment or allowance whatever to Tenant on account of, or for, the improvements or any part thereof) to the possession and use of Landlord, without delay and in good order, condition and repair, ordinary wear and tear excepted.

(c) Landlord, upon termination of the Term of this Lease for any reason, may, without notice (any notice to quit or intention to re-enter required by law being expressly waived by Tenant), re-enter upon the Premises and possess itself thereof by summary proceedings, ejectment, or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises. Any personal property of Tenant remaining on the Premises after termination or expiration of this Lease shall be deemed abandoned by it and be retained by Landlord as its sole property or be disposed of, without liability or accountability, as Landlord sees fit.

ARTICLE XX --MECHANICS' LIENS

Notice is hereby given that Landlord shall not be liable for any work performed or to be performed on the Premises, or any improvement thereon, or in connection with any appurtenance thereto, for Tenant or any subtenant, or for any materials furnished or to be furnished at the Premises for Tenant or any subtenant, and that no mechanic's or other lien for such work or materials shall attach to the reversionary or other interest of Landlord. If, in connection with any work being performed by Tenant or any subtenant or in connection with any materials being furnished to Tenant or any subtenant, any mechanic's lien or other lien or charge shall be filed or made against the Premises or any part thereof or any buildings or improvements now or hereafter erected and maintained thereon or on any appurtenances thereto, or if any such lien or charge shall be filed or made against Landlord as owner, then Tenant, at Tenant's cost and expense, within thirty (30) days after such lien or charge shall have been filed or made, shall cause the same to be canceled and discharged of record by payment thereof or filing of a bond or otherwise, and shall also defend, at Tenant's cost and expense, any action, suit or proceeding which may be brought for the enforcement of such lien or charge, and shall pay any damages suffered or incurred therein by Landlord and shall satisfy and discharge any judgment entered therein. In the event of the failure of Tenant to discharge within the above-mentioned thirty-day period any mechanic's lien or other lien or charge herein required to be paid or discharged by Tenant, Landlord may pay such items or discharge such liability by payment or bond, or both, and Tenant will repay to Landlord upon demand any and all amounts paid by Landlord therefor, or by reason of any liability on any cash bond, and also any and all incidental expenses, including counsel fees in reasonable amount, incurred by Landlord in connection therewith together with interest thereon; provided, however, Tenant shall have the right to contest any such mechanic's lien or other lien, provided, that Tenant (i) diligently continues such contest in good faith, and (ii) deposits or delivers to Landlord satisfactory indemnification or other security reasonably satisfactory to Landlord.

ARTICLE XXI --PRESENT CONDITION OF PREMISES

Except as specifically provided otherwise in this Lease, Tenant accepts the Premises, without recourse to Landlord, in the condition or state in which they or any of them now are or are as of the Delivery Date, without representation or warranty, express or implied, in fact or by law, as to the nature, condition or usability thereof or as to the use or uses to which the Premises or any part thereof may be put or as to the prospective income from, and expense of operation of, the Premises. Tenant agrees that Landlord, its employees and agents have made no representations, inducements or promises about the Premises, the Shopping Center or this Lease, or about the characteristics or conditions regarding or pertaining to the Premises or the Shopping Center, unless the representations, inducements and promises are in this Lease. Therefore, no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord, its employees and agents, for, and they shall not be liable because of, the breach of any representations, inducements or promises not expressly in this Lease.

ARTICLE XXII --HAZARDOUS MATERIALS

Section 22.01 Prohibition of Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be brought upon, transported through, stored, kept, used, discharged or disposed in or about the Shopping Center by Tenant or any Tenant Parties, except that Tenant may store and use Hazardous Materials in the Premises, if: (i) they are used in the ordinary course of business, and (ii) their storage or use does not violate any applicable laws.

Section 22.02 Tenant Indemnity. Tenant shall indemnify, defend, protect and hold harmless Landlord (and Landlord's parents, subsidiaries, affiliates, employees, partners, agents, mortgagees or successors to Landlord's interest in the Shopping Center) (collectively "Indemnity") from any and all claims, sums paid in settlement of claims, judgments, damages, clean-up costs, penalties, fines, costs, liabilities, losses or expenses (including, without limitation, attorneys', consultants' and experts' fees and any fees by Landlord to enforce the Indemnity) which arise during or after the Term as a result of Tenant's breach of the obligations or the release or contamination of the Shopping Center by Tenant or Tenant Parties, including, without limitation: diminution in value of the Shopping Center; damages for the loss of, or the restriction on the use of, rentable or usable space or any amenity of the Shopping Center; damages arising from any adverse impact on the sale or lease of the Shopping Center; and damage and diminution in value to the Shopping Center or other properties, whether owned by Landlord or by third parties. This Indemnity includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on, under or originating from the Shopping Center.

Section 22.03 Remediation. Without limiting the foregoing, if the presence of Hazardous Material anywhere on the Shopping Center caused or permitted by Tenant or any Tenant Parties results in the contamination, release or threatened release of Hazardous Material on, from or under the Shopping Center or other properties, Tenant shall promptly take all actions at its sole cost and expense which are necessary to return the Shopping Center and other properties to the condition existing before the introduction of the Hazardous Material; provided that Landlord's written approval of the actions shall be obtained first (which approval shall not be unreasonably withheld) and so long as such actions do not have or would not potentially have any material, adverse long-term or short-term effect on Landlord or on the Shopping Center or other properties. This Indemnity shall survive the expiration or earlier termination of the Term of this Lease and shall survive any transfer of Landlord's interest in the Shopping Center.

ARTICLE XXIII --SPECIAL PROVISIONS

Section 23.01 Landlord's Entry. In any circumstance where Landlord is permitted to enter upon the Premises during the Term, whether for the purpose of curing any default of Tenant, repairing damage resulting from fire or other casualty or an eminent domain taking or is otherwise permitted under this Lease or by law to go upon the Premises, no such entry shall: (a) constitute an eviction or disturbance of Tenant's use and possession of the Premises or a breach by Landlord or any Landlord's obligations under this Lease; (b) except in the case of the breach of lease, gross negligence, or willful misconduct of Landlord, its agents, representatives, employees or any of them, render Landlord liable for damages for loss of business or otherwise, or entitle Tenant to be relieved from any of Tenant's obligations under this Lease; or (c) grant Tenant any right of setoff or recoupment or other remedy. In connection with any entry incident to performance of repairs, replacements, maintenance or construction, all of the aforesaid provisions shall be applicable notwithstanding that Landlord may elect to take building materials in, to or upon the Premises that may be required or utilized in connection with entry by Landlord.

Section 23.02 Independent Obligations. The obligation of Tenant to pay Rent and other sums under this Lease, and the obligation of Tenant to perform Tenant's other covenants and duties under this Lease and the obligation of Landlord to perform Landlord's other covenants and duties under this Lease constitute independent and

unconditional obligations, unless an abatement or reduction is expressly provided for in this Lease. Tenant waives and relinquishes all rights which it might have to claim any nature of lien against or withhold, or deduct from or offset against any Rent and other sums to be paid Landlord by Tenant. Tenant waives and relinquishes any right to assert, either as a claim or as a defense, that Landlord is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of Landlord not expressly set forth in this Lease.

ARTICLE XXIV --SUBROGATION

Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents, or to other portions of the Shopping Center, or the Premises arising from any liability, loss, damage or injury for which insurance is carried or required to be carried pursuant to this Lease. LANDLORD AND TENANT INTEND FOR THE WAIVER OF CLAIMS SET FORTH IN THIS ARTICLE XXIV TO APPLY EVEN IF THE LOSS OR DAMAGE DESCRIBED IN SUCH SECTION IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTY AND EVEN IF THE RELEASED PARTY WOULD OTHERWISE BE STRICTLY LIABLE FOR SUCH LOSS OR DAMAGE UNDER APPLICABLE LAWS.

ARTICLE XXV --PRESALES CENTER

Notwithstanding anything to the contrary in this Lease or the Rules and Regulations, Tenant may, at its sole cost and expense, operate a pre-sales center in the parking lot in the Shopping Center for the sale of memberships to the gym to be operated on the Premises; provided that Tenant obtains any Special Use Permits or other permits required to park a trailer and conduct pre-sales in the parking lot of the Shopping Center at the sole responsibility and expense of Tenant. The pre-sales center shall include signs, other advertisements and a trailer, equipped with lighting, telephone, electricity, and other amenities customarily found in an office. The operation of the pre-sales center shall not constitute the Tenant being "open for business" and shall not affect the Rent Commencement Date. The pre-sales center will be in a location approved by Landlord, such approval not to be unreasonably withheld or delayed.

ARTICLE XXVI --SIGNAGE

Tenant will be entitled to the construct on the exterior of the Premises the maximum amount of signs permitted under applicable law. All of Tenant's signs shall be subject to the approval of Landlord, which will not be unreasonably withheld or delayed. Tenant shall have the right to one full panel on all pylon signs located in the Shopping Center, which will be delivered ready for Tenant to install panel signage. Tenant may, at its sole cost and expense, increase the height and/or size of any pylon sign in compliance with local and city codes.

ARTICLE XXVII --MISCELLANEOUS PROVISIONS

Section 27.01 Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Lease shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Lease, including any individual, corporation, partnership, trust, unincorporated organization, governmental organization or agency or political subdivision.

Section 27.02 Construction. Tenant has read and understands this Lease. The rule of construction that a document should be construed most strictly against the party which prepared the document shall not be applied, because both parties have participated in the preparation of this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to either corporations, associations, partnerships or individuals, males or females, shall, in all instances, be assumed as though fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The parties acknowledge that certain charges, fees and other payments are deemed Additional Rent in order to enforce Landlord's remedies, and shall not be construed to be Base Rent if rent controls are imposed. The printed provisions of this Lease and written or typed additions shall be given equal weight for the interpretation of this Lease. The deletion of any portion of this Lease shall not create an implication regarding the intent of the parties, and this Lease shall be read and interpreted as if the deleted portion had never been in this Lease.

Section 27.03 Parties Bound. It is agreed that this Lease, and each and all the covenants and obligations hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, successors and assigns, subject to all agreements and restrictions herein contained with respect to assignment or other transfer of Tenant's interest herein.

Section 27.04 Entire Agreement. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

Section 27.05 Brokers. Landlord and Tenant warrant that neither has had any dealings with any broker or agent in connection with the negotiation or execution of this Lease other than:(a) Coldwell Banker Commercial, Brad Davis ("Landlord's Broker"); and (b) Edge Realty Partners of Austin, Daren Nix ("Tenant's Broker"), and each party agrees to indemnify the other party and hold him harmless from and against any and all cost, expense or liability for commissions or other compensation and charges claimed by any other broker (other than Landlord's Broker or Tenant's Broker) or agent by, through, or under Landlord or Tenant with respect to this Lease. Landlord agrees to pay a commission due to Landlord's Broker and Tenant's Broker pursuant to separate agreements between Landlord and Landlord's Broker and Landlord and Tenant's Broker, if any.

Section 27.06 Savings and Governing Law. If any provision of this Lease or any paragraph, sentence, clause, phrase or word is judicially or administratively held invalid or unenforceable, that shall not affect, modify or impair any other paragraph, sentence, clause, phrase or word. The laws of the state of Texas shall govern the interpretation, validity, performance and enforcement of this Lease.

Section 27.07 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a

like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 26.07 shall not operate to excuse Tenant from prompt payment of Base Rent or any other payments required by the terms of this Lease.

Section 27.08 Recording of Lease. This Lease shall not be recorded, but a short form lease of even date herewith, describing the property herein demised, giving the term of the Lease and referring to this Lease may be recorded by either party upon execution by both parties. The party so requesting such short form lease shall be responsible for preparation and recording thereof, and release thereof after termination of this Lease.

Section 27.09 Statements and Invoices. Tenant's failure to object to a statement, invoice or billing within one (1) year after receipt shall constitute Tenant's acceptance thereof. Tenant shall be required to provide Landlord with a specific and detailed list of Tenant's objections at the time Tenant makes its objection to Landlord. The statement, invoice or billing shall be an account stated between Landlord and Tenant.

Section 27.10 No Option. The submission of this Lease for examination or execution does not constitute a reservation of or option for the Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

Section 27.11 Notices. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, or the day after deposit with a national recognized overnight delivery service (e.g. Federal Express) addressed to the parties hereto at the addresses hereinafter set forth, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith, or the day of transmittal by facsimile to the number specified herein if accompanied by confirmation thereof.

If to Landlord: Campbell Girls Partnership No. 2, Ltd.
c/o The Cromwell Company
1725 Columbus
Waco, TX 76710
Attention: Frank Cromwell

If to Tenant: Gold's Texas Holdings Group, Inc.
125 E. John Carpenter Freeway, Suite 1300
Irving, TX 75062
Attn: Aaron Watkins

Section 27.12 Landlord's Liability. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center and the Rent therefrom for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims.

Section 27.13 Estoppel Certificates. Both Landlord and Tenant agree, upon request of the other party, at any time and from time to time upon ten (10) days' notice, to execute and deliver to the requesting party, without charge, a written declaration, in recordable form: (i) ratifying this Lease, (ii) confirming the commencement and expiration dates of the Term; (iii) certifying that Tenant is in occupancy of the Premises, and that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be

stated; (iv) that there are no defenses or offsets against the enforcement of this Lease, or stating those claimed; and (v) reciting the amount of advance Rent, if any, paid by Tenant and the date to which Rent has been paid.

Section 27.14 Execution of Documents. Tenant shall pay Landlord the reasonable expenses and costs (plus charges, if any, from Landlord's mortgagee) to reimburse Landlord for the administrative and legal expense for the review, preparation and processing of any document sent to Landlord at Tenant's request, whether or not the document is executed by Landlord.

Section 27.15 Waiver of Redemption. Tenant waives any right of redemption if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises because of the default of Tenant or otherwise. The rights given to Landlord are in addition to rights that may be given to Landlord by statute or otherwise.

Section 27.16 Intentionally Deleted.

Section 27.17 Rules and Regulations. Landlord reserves the right to create the Rules and Regulations during the Term of the Lease, provided that such modifications (i) do not materially impair Tenant's ability to use the Premises for the Permitted Use, (ii) are reasonable, and (iii) are enforced in a non-discriminatory manner against all tenants in the Shopping Center.

Section 27.18 Subordination. This Lease and the estate of Tenant hereunder shall be subject and subordinate to any ground lease, deed of trust, mortgage lien or charge, or any reciprocal easement agreement or other operating agreement which now encumbers or which at any time hereafter may encumber the Premises (such ground lease, deed of trust, mortgage lien or charge or any reciprocal easement agreement or other operating agreement and any replacement, renewal, modification, consolidation or extension thereof being hereinafter referred to as an "Encumbrance"); provided always that this Lease shall never be subject or subordinate to any Encumbrance unless the holder of such Encumbrance and Landlord execute an agreement in a form reasonably satisfactory to Tenant, which provides that Tenant's rights under this Lease will not be disturbed so long as Tenant is not in default hereunder, and which does not adversely affect Tenant's rights in this Lease.

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

AW
~~TENANT:~~ **LANDLORD:**
CAMPBELL GIRSL PARTNERSHIP NO. 2, LTD.,
a Texas limited partnership

By: I35-Loop 340, Inc., a Texas corporation,
its general partner

By: *Robert M Campbell*
Name: Robert M. Campbell
Title: President

AW
~~LANDLORD:~~ **TENANT:**

GOLD'S TEXAS HOLDINGS GROUP, INC.,
a Delaware corporation

By: *Ann Watkins*
Name: *Ann Watkins*
Title: *CF*

EXHIBIT A

PROPERTY

Reserve A of Lot 2 Block 1 Tri – Cities Addition, City of Bellmead , McLennan County , TX

SITE PLAN

[illegible]

EX 1 Page 31 of 37

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM

THIS COMMENCEMENT DATE MEMORANDUM ("Memorandum") dated as of _____, by and between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant").

RECITALS:

A. By that certain Commercial Lease dated as of _____, 2007 (the "Lease") between Landlord and Tenant, Landlord leased to Tenant and Tenant leased from Landlord the Premises, subject to the conditions and limitations therein contained.

B. All capitalized terms used herein but not defined herein shall have the meaning prescribed to them in the Lease.

C. Pursuant to Section 2.02 of the Lease, upon determination of the Rent Commencement Date, Landlord and Tenant shall execute a memorandum which shall set forth, among other things, the actual Rent Commencement Date and the Base Rent and shall evidence Tenant's acceptance of the Premises.

D. The Rent Commencement Date has been determined and, accordingly, the parties desire to enter into this Memorandum pursuant to Section 2.02 of the Lease.

E. Unless otherwise provided herein, all capitalized words and terms in this Memorandum shall have the same meanings ascribed to such words and terms as in the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Rent Commencement Date is _____.
2. The Delivery Date occurred on _____.
3. The Floor Area of the Premises is 33,060 square feet and the Floor Area within the Shopping Center is 61,308 square feet.
4. The Initial Term expires _____, unless the Lease is sooner terminated in accordance with the terms thereof.
5. Tenant has ___ options to extend the Term of the Lease for additional ___ year periods each. Tenant shall exercise its right to the first Extension Term, if at all, before _____, subject to the conditions and limitations set forth in Section 2.01 (b) of the Lease.
6. Base Rent shall be as follows:

<u>Period</u>	<u>Dates</u>	<u>Per SF Rent Rate</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>

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7. Tenant's Proportionate Share is 53.93%.
8. Tenant hereby acknowledges Tenant's acceptance of the Premises and agrees that Landlord has fully complied with Landlord's covenants and obligations under the Lease.
9. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

LANDLORD:

TENANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT D

CONSTRUCTION PROCEDURES

ARTICLE 1.00 GENERAL DESIGN AND CONSTRUCTION CRITERIA

- 1.01 Tenant is responsible for selecting contracts relating to the construction and installation of the Tenant's Improvements, supervision and completion of the work to make such improvements ("Tenant's Work") and payment therefor, procurement of all permits and permissions related to Tenant's Work, compliance with the requirements of all authorities having jurisdiction and with conditions contained herein, and payment of all fees and charges incurred in connection therewith. Tenant shall furnish Landlord for Landlord's prior approval names and addresses of all contractors and subcontractors who shall perform Tenant's Work, copies of all contracts and subcontracts, and copies of all necessary permits, licenses and approvals.
- 1.02 Tenant shall impose and enforce all terms hereof on any architect, engineer, designer, contractor and workmen engaged by Tenant, its contractors and subcontractors.

ARTICLE 2.00 OTHER WORK OF LANDLORD

- 2.01 None

ARTICLE 3.00 CONSTRUCTION ALLOWANCE

- 3.01 Landlord shall pay Tenant \$75,000 on the Rent Commencement Date.

ARTICLE 4.00 TENANT'S WORK

- 4.01 At its own expense, Tenant shall provide all design, engineering, plans, specifications, drawings, permits, fees, work, labor, skill and equipment required to complete the Premises for occupancy, and shall construct the Tenant's Improvements in accordance with the Plans and Specifications, approved in the manner set forth herein.
- 4.02 No construction work shall be undertaken or commenced by Tenant until:
- (a) The Plans have been submitted to and approved by Landlord, and
 - (b) all necessary building permits and required insurance coverages have been secured and certificates of insurance delivered to Landlord.
- 4.03 Tenant shall proceed with its work expeditiously, continuously, and efficiently, and shall complete the same by the date one hundred eighty (180) days following the Delivery Date. Failure of Tenant to complete by such date shall not prevent commencement of the Term of the Lease or commencement of any Rent or other charges payable by Tenant under the Lease.
- 4.04 Tenant shall ensure that all materials, skill and workmanship in Tenant's Work shall be of uniformly high quality, not less than building standard, and in accordance with the best standards of practice and any governing codes or regulations. Tenant shall have the obligation to timely deliver any materials and equipment and labor to be supplied by Tenant so as not to delay substantial completion of Tenant's Work. Tenant represents and warrants that the Plans and Specifications and the improvements contemplated thereby shall be in compliance with applicable building and zoning laws, ordinances, regulations and any covenants, conditions or restrictions affecting the Shopping Center, and that the same are in accordance

with good engineering and architectural practice, and that Tenant's Plans are sufficient for issuance of a building permit for Tenant's Work. Further, Tenant shall be responsible for obtaining the certificate of occupancy for the Premises, and shall furnish the same to Landlord prior to the Rent Commencement Date.

- 4.07 Tenant shall appoint a representative as Tenant's representative with full authority to make decisions and commitments on behalf of Tenant in respect to Tenant's Work and changes therein.
- 4.08 All Tenant's Work shall be confined to the interior of the Premises, with the exception of sign mountings, which shall be performed in compliance with the approved sign drawings.

ARTICLE 5.00 TENANT'S ACCESS FOR COMPLETION OF WORK

- 5.01 Subject to compliance with applicable rules referred to in Article 5.00, Tenant and its architects, designers, engineers, contractors and workmen employed by Tenant shall have access to and non-exclusive use of the Premises to perform Tenant's Work and such other work approved by Landlord as Tenant may desire. Any such work shall be done by contractors selected by Tenant.
- 5.02 Tenant shall at all times keep the Premises and adjacent areas free from accumulations of unreasonable amounts of waste material or rubbish caused by its suppliers, contractors or workmen, considering the scope of Tenant's Work. At the completion of the work, Tenant's contractor shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the Premises and shall leave the Premises clean.

ARTICLE 6.00 INSURANCE; PAYMENT DOCUMENTATION

- 6.01 Prior to commencement of Tenant's Work, Tenant shall obtain, at its sole expense, and maintain during the performance of Tenant's Work, the insurance coverages required by Section 10.02 of the Lease.
- 6.02 Tenant shall furnish Landlord with sworn owner's and contractor's statements, contractor's affidavits and partial and final waivers of lien, in such form and content as Landlord may require, in order to establish that the cost of all labor, services and materials furnished in connection with Tenant's Work has been paid in full and to keep the Premises and Shopping Center free from all liens and claims.

ARTICLE 7.00 TENANT'S WORK

- 7.01 Tenant's Work shall include the following:
- (a) Tenant shall perform the work necessary to bring the Utilities to the Premises from a public right of way (the Utilities includes water, sewer, gas, electricity, telephone, and fire equipment). Tenant shall be responsible for all hook-up, tap, impact, lateral, system development and other fees and costs associated with such work.
 - (b) Tenant shall install separate submeters for all utilities.
 - (c) Tenant shall construct a trash enclosure in a mutually agreed upon location, which will include a garbage bin and recycling bin that complies with applicable law.
 - (d) Tenant shall install a demising wall for the Premises.

EXHIBIT E

PROHIBITED USES

(a) Warehouse, or for any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; provided, however, that neither a membership warehouse which operates as a Price/Costco or similar business, or an area for the storage of goods intended to be sold at any retail establishment in the Shopping Center shall be deemed to be a warehouse;

(b) "Second-hand" store whose principal business is selling used merchandise, thrift shops, salvation army type stores, "goodwill" type stores, army-navy surplus store, second-hand store, or salvage or "odd-lot" store and similar businesses; provided however that Dollar General, Family Dollar, Odd Lots and other similar type stores that sell new merchandise are permissible;

(c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);

(e) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);

(f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site service oriented to pickup and delivery by the ultimate consumer, including, nominal supporting facilities or to laundry facilities for any tenant or occupant of the Shopping Center for such tenant's or occupant's own towels, linens and uniforms;

(g) Selling or leasing automobiles, trucks, trailers or recreational vehicles; provided, however, the foregoing restriction shall not preclude the selling or leasing of cars and light trucks if no inventory is stored in the Common Area;

(h) Any bowling alley, skating rink or bar (unless part of a sit down restaurant), dance hall, discotheque, night club, amusement gallery, gymnasium, video game room (except for a video game room containing no more than four machines as an incidental use to a use otherwise permitted under the Lease), or pool or gaming hall;

(i) Veterinary hospital or animal raising or boarding facilities (except that this restriction shall not be deemed to preclude the operation of pet shops);

(j) Funeral home or mortuary;

(k) Selling, renting or exhibiting pornographic material, or a pornographic: (i) bookstore, (ii) cinema, (iii) video store, (iv) massage parlor, (v) modeling studio, or (vi) similar business which would tend to injure the family oriented reputation of the Shopping Center; (except that this restriction shall not prohibit the operation of a bookstore or a video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public [as opposed to a specific segment thereof]);

- (l) Flea market;
- (q) Use or permit the use of any portion of such space for any unlawful purpose;
- (r) Living quarters, sleeping apartments or lodging rooms;
- (s) Tattoo parlor;
- (t) Church, school, day care center or related religious or educational facility;
- (u) Automotive service and repair;
- (v) Head shop or similar establishment primarily selling or exhibiting drug related paraphernalia;
- (w) Topless/bottomless nightclub or restaurant or similar venue for adult entertainment;
- (x) Auction, going out of business, fire or bankruptcy sales or similar merchandise liquidators;
- (y) Flea market, swap meet or similar enterprise;
- (z) Manufacturing or processing plant;
- (aa) Pawn shop;
- (bb) Check cashing service;
- (cc) Cinema or theater;

(dd) Auto parts sales (including tires, batteries and accessories), gas station, auto repair shop; provided however that the replacement of any such tenants that are open and operating as of the date of this Lease are permissible if such replacement tenants' use and operations are substantially similar to the use and operations of the tenant that is being replaced); provided further however that an auto repair shop is permissible only if located in the space currently leased to NAPA Auto Parts;

- (ee) Bingo parlor, Offtrack betting parlor; or

(ff) Any use that is obnoxious to a family oriented, first class shopping center, including, without limitation, any use of any medium that constitutes a nuisance such as loud speakers, sound amplifiers, phonographs, radios, televisions or any other sound producing device which carries unreasonably loud sound outside of the respective premises of the Shopping Center.

COMMENCEMENT DATE MEMORANDUM

THIS COMMENCEMENT DATE MEMORANDUM ("Memorandum") dated as of November 7, 2011, by and between **Campbell Girls Partnership, Ltd. No. 2**, a Texas limited partnership ("Landlord"), and **Gold's Texas Holdings Group, Inc.**, a Delaware Corporation ("Tenant").

RECITALS

A. By that certain Commercial Lease dated as of May 19, 2011, the ("Lease") between Landlord and Tenant, Landlord leased to Tenant and Tenant leased from Landlord the Premises subject to the conditions and limitations therein contained.

B. All capitalized terms used herein but not defined herein shall have the meaning prescribed to them in the Lease.

C. Pursuant to Section 2.02 of the Lease, upon determination of the Rent Commencement Date, Landlord and Tenant shall execute a memorandum which shall set forth, among other things, the actual Rent Commencement Date and the Base Rent and shall evidence Tenant's acceptance of the Premises.

D. The Rent Commencement Date has been determined and, accordingly, the parties desire to enter into this Memorandum pursuant to Section 2.02 of the Lease.

E. Unless otherwise provided herein, all capitalized words and terms in this Memorandum shall have the same meanings ascribed to such words and terms as in the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Rent Commencement Date is November 7, 2011.
2. The Delivery Date occurred on July 1, 2011.
3. The Floor Area of the Premises is 20,000 square feet and the Floor Area within the Shopping Center is 85,899 square feet.
4. The Initial Terms expires November 30, 2021, unless the Lease is sooner terminated in accordance with the terms thereof.
5. Tenant has three (3) options to extend the Term of the Lease for additional five (5) year periods each. Tenant shall exercise its right to the first Extension Term, if at all, before May 31, 2021, subject to the conditions and limitations set forth in Section 2.01(b) of the Lease.

6. Base Rent shall be as follows:

<u>Period</u>	<u>Dates</u>	<u>Per SF Rent Rate</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
(i)	11/7/11 -5/31/13	\$0.00	\$0.00	\$0.00
(ii)	6/1/13 – 11/30/13	\$6.00	\$60,000.00	\$10,000.00
(iii)	12/1/13 – 11/30/16	\$6.00	\$120,000.00	\$10,000.00
(iv)	12/1/16 – 11/30/21	\$7.55	\$151,000.00	\$12,583.33
(v)	First Renewal Period	\$7.70	\$154,000.00	\$12,833.33
(vi)	Second Renewal Period	\$8.51	\$170,200.00	\$14,183.33
(vii)	Third Rental Period	\$9.36	\$187,200.00	\$15,600.00

7. Tenant's Proportionate Share is 23.28%.

8. Tenant hereby acknowledges Tenant's acceptance of the Premises and agrees that Landlord has fully complied with Landlord's covenants and obligations under the Lease.

9. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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


CAMPBELL GIRLS PARTNERSHIP LTD. NO. 2

BY: I35-LOOP 340, INC., General Partner

BY: 
Robert M Campbell, President

"LANDLORD"

GOLD'S TEXAS HOLDINGS GROUP, INC.

BY: 

"TENANT"

IH35 LOOP 340 TIC
Gold's texas Holdings Group
1000 N. Loop 340
Bellmeade, TX

OCCUPANT LEDGER

04/01/20	CAM	COMMON AREA MAINTENANCE	\$ 822.43
04/01/20	RNT	MONTHLY RENT	\$ 12,583.33
04/06/20	LAT	ADMINISTRATIVE LATE FEE	\$ 100.00
04/30/20	LAT	APR RNT LATE FEE 4/6-4/30/20	\$ 48.21
05/01/20	CAM	COMMON AREA MAINTENANCE	\$ 2,738.41
05/01/20	RNT	MONTHLY RENT	\$ 12,583.33
05/04/20	LAT	APR RNT LATE FEE 5/1-5/4/20	<u>\$ 7.71</u>
TOTAL CHARGES DUE FOR 4/1/20 - 5/4/20:			\$ 28,883.42

Northern District of Texas Claims Register

20-31337-hdh11 Gold's Texas Holdings Group, Inc.

Judge: Harlin DeWayne Hale **Chapter:** 11
Office: Dallas **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (19016280) *History* **Claim No: 8** *Status:*
 IH35 Loop 340 Tenancy in Common *Original Filed* *Filed by:* CR
 (successor in interest) *Date:* 06/10/2020 *Entered by:* Marc W.
 c/o Marc W. Taubenfeld, Esq. *Original Entered* Taubenfeld
 500 N. Akard Street, Suite 2200 *Date:* 06/10/2020 *Modified:*
 Dallas, TX 75201

Amount claimed: \$212744.30

History:

Details 8-1 06/10/2020 Claim #8 filed by IH35 Loop 340 Tenancy in Common, Amount claimed: \$212744.30
 (Taubenfeld, Marc)

Description: (8-1) Lease Rejection Claim

Remarks: (8-1) (successor in interest to Campbell Girls Partnership Ltd., No. 2)

Claims Register Summary

Case Name: Gold's Texas Holdings Group, Inc.
Case Number: 20-31337-hdh11
Chapter: 11
Date Filed: 05/04/2020
Total Number Of Claims: 1

Total Amount Claimed*	\$212744.30
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		