

Fill in this information to identify the case:

Debtor 1 Gold's Gym International, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 20-31319-hdh11

E-Filed on 08/03/2020
Claim # 209

Official Form 410

Proof of Claim

04/19

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

1. Who is the current creditor?		<u>South Plaza Associates LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
		Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. 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?		Where should payments to the creditor be sent? (if different)
	<u>Richard P. Schroeter Jr.</u> Name <u>One Cascade Plaza, Suite 1510</u> Number Street <u>Akron</u> <u>OH</u> <u>44308</u> City State ZIP Code Contact phone <u>(330) 996-0236</u> Contact email <u>rschroeter@amer-law.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		 Name Number Street City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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: _____

7. How much is the claim? \$ 845,257.51. 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 Guaranty

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. \$ 110,290.51

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)?

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

☒ No

☐ Yes. Check one:

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

☐ Up to \$3,025* 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 \$13,650*) 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.

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 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 08/03/2020
MM / DD / YYYY

Richard Schroeter

Signature

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

Name Richard P Schroeter Jr.
First name Middle name Last name

Title Attorney

Company Amer Cunningham Co., L.P.A.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - Gold's Gym International Exhibit A.pdf

Description -

**U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

Proof of Claim Exhibit

Case Nos.: 20-31319
Debtor(s): Gold's Gym International, Inc.
Creditor(s): South Plaza Associates LLC.
Claim Date: August 3, 2020

Total Claim Amount: \$845,257.51

Monthly Rent Calculation

Base Rent		\$10,925.00
Additional Rent		\$4,264.34
Taxes*	\$2,015.77	
Operating Costs*	\$2,041.69	
Insurance*	\$206.88	
Total		\$15,189.34

Total Unsecured Claim

Prepetition Rent Arrearage	\$110,290.51
Total Rent (unliquidated)	\$759,467.00
Post-petition Payments	-\$24,500.00

Total Unsecured Claim	\$845,257.51
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* Monthly estimate subject to annual reconciliation.

Attachment 2 - Combined Lease & Guaranty - Exhibit B.pdf

Description -

INDEX TO SHOPPING CENTER LEASE

EXHIBIT
Final Copy B

SHOPPING CENTER SOUTH PLAZA
LANDLORD SOUTH PLAZA ASSOCIATES, LTD
TENANT GOLD'S OHIO, LLC

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SHOPPING CENTER LEASE

THIS LEASE made and entered into as of the 10th day of February 2013 by and between South Plaza Associates, LTD an Ohio limited partnership, c/o Levey and Company, 1585 Frederick Blvd., Akron, OH 44320 ("Landlord"), and Gold's Ohio, LLC, a Delaware limited liability company ("Tenant").

ARTICLE I

REFERENCE PROVISIONS, SHOPPING CENTER, LEASED PREMISES AND TERM

Section 1.1 Reference Provisions.

- (a) **LEASED PREMISES** - cross hatched and/or designated as spaces 430-432 on EXHIBIT A annexed hereto and made a part hereof and having a front footage of approximately 115 linear feet, and containing approximately 13,800 square feet. The Leased Premises are in a building in a Shopping Center known as South Plaza located on Waterloo Road in the City of Akron, County of Summit, State of Ohio.
- (b) **TERM** - shall be for a period of ten (10) years and six (6) months commencing as provided in Section 1.2. If the Term commences on a day other than the first day of the month, then the Term shall be extended for such fractional month.
- (c) **MINIMUM ANNUAL RENT** -
- | | |
|----------------|--------------------------------------|
| Months 1-6: | \$0.00 |
| - Months 7-60: | \$9.00 per SF/\$124,200.00 per year |
| Months 61-126: | \$9.50 per SF/\$131,100.00 per year |
| Option 1: | \$10.45 per SF/\$144,210.00 per year |
| Option 2: | \$11.50 per SF/\$158,700.00 per year |
| Option 3: | \$12.75 per SF/\$175,950.00 per year |
| Option 4: | \$13.25 per SF/\$182,850.00 per year |
- (d) **USE** - The Premises shall be used for and occupied by Tenant for use as a health club, which primary use shall include, but not be limited to, aerobics, free weights, group exercise classes, nutritional counseling, individual use of exercise equipment and personal training, physical therapy, therapeutic massage, sports medicine clinic, weight loss advice, tanning salon, supplements, retail concessions and juice bar. Tenant agrees that it shall not use the Premises in any manner that violates the existing exclusive uses identified on EXHIBIT B attached hereto.
- (e) **MERCHANTS ASSOCIATION DUES AND GENERAL PROMOTION FUND** - N/A
- DUES** - None
- FUND** - None
- (f) **SECURITY DEPOSIT** - No security deposit shall be required.
- (g) **OPERATING EXPENSES AND REAL ESTATE TAXES** From and after the Rent Commencement Date, Tenant shall pay its proportionate share of Common Area Maintenance (CAM) Expense, which is estimated to be \$1.15 per SF (Lease Section 2.3). No expenses of a capital replacement nature will be included in CAM charges. Landlord's administrative fees will be limited to 7% of actual CAM costs. Controllable CAM expenses shall not increase by an amount greater than 5% than the previous year on a cumulative, non-compounding basis. From and after the Rent Commencement Date, Tenant shall pay its pro rata share of real estate taxes estimated at \$1.98 per SF in the first full calendar year (Lease Section 2.2). From and after the Rent Commencement Date, Tenant shall also be responsible for its pro rata share of insurance estimated to be \$0.23 per SF (Lease Section 5.2).

(h) **NOTICE ADDRESS** -

TO TENANT:
Gold's Ohio, LLC
125 E. John Carpenter Freeway, Suite 1300
Dallas, TX 75062

TO LANDLORD:
South Plaza Associates, LTD
c/o Levey & Company
1585 Frederick Blvd.
Akron, OH 44320

Section 1.2 Shopping Center, Leased Premises and Term.

Landlord hereby leases to Tenant and Tenant rents from Landlord those certain premises ("Leased Premises") now existing or hereafter to be erected in the Shopping Center described in Section 1.1(a) and shown in EXHIBIT A hereto. Landlord further grants to Tenant 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

SPACE 430

roads and parking spaces within the Shopping Center pedestrian and vehicular ingress and egress to and from the Leased Premises without payment of any fee or other charge being made therefor except as may be specifically set forth in this Lease. The Term (as described in Section 1.1(b)) shall commence on the earlier of: (a) 120 days following the Delivery Date (as defined in Section 3.1), or (b) the date on which Tenant opens for business in the Leased Premises, whichever of such two dates shall first occur (the "Rent Commencement Date"). Providing such entry does not interfere with Landlord's general construction of the Shopping Center and/or Landlord's work to be done, if any, in preparing the Leased Premises for Tenant's occupancy, Tenant, its agents, employees, and contractors, shall have the right to enter the Leased Premises prior to the Delivery Date for the purpose of taking measurements and obtaining other information required in connection with Tenant's prospective occupancy thereof. Any access by Tenant to the Leased Premises prior to the commencement of the Term shall be upon all of the terms, covenants and conditions of this lease except for the payment of rent and other charges. Tenant shall pay all utility charges relating to the Leased Premises that accrue after the Delivery Date.

The Leased Premises shall extend to the exterior faces of exterior walls or to the building line where there is no wall, or the center line of those walls separating said premises from other leased premises in the Shopping Center, together with the appurtenances specifically granted in this lease, but reserving and excepting to Landlord the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines and wires through hung ceiling space, Column space, and partitions, in or beneath the floor slab or above or below the Leased Premises or other parts of the Shopping Center, except that Landlord shall not unreasonably interfere with or interrupt the business operations of Tenant within the Leased Premises, and no pipes, conduits, utility lines or wires installed by Landlord shall be exposed in the sales area of the Leased Premises.

Landlord hereby leases to Tenant the Leased Premises in good faith and with the understanding that square footage and space dimensions, as indicated in Article I, Section 1.1(a), are, to the best of Landlord's knowledge, reflective of actual measurements. Either Landlord or Tenant shall have the right to verify square footage within ninety (90) days following Tenant's opening for business, provided such is completed by a licensed architect. Any variation in such square footage determined by architect above or below square footage set forth in Article I Section 1.1(a) shall result in a proportionate increase or decrease (as the case may be) in Rent and all other prorated charges set forth in the Lease.

Section 1.3 Acceptance of Leased Premises.

Not more often than once per calendar year, Tenant shall promptly and without cost to Landlord execute, acknowledge and deliver to Landlord and/or Landlord's mortgagee a written acceptance or estoppel certificate with respect to the Leased Premises in form and substance reasonably acceptable to Tenant.

Section 1.4 Quiet Enjoyment

Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is subordinate.

Section 1.5 Intentionally Deleted

ARTICLE II

RENT AND OTHER CHARGES

Section 2.1 Minimum Annual Rent

From and after the Rent Commencement Date, Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, the Minimum Annual Rent provided in Section 1.1(c), payable in equal monthly installment, in advance, on the first day of each and every calendar month throughout the Term, except that if the Rent Commencement Date occurs on a date other than the first day of a month, Tenant shall pay Landlord on the Rent Commencement Date a pro-rata portion of such Minimum Annual Rent, calculated on a thirty (30) day calendar month.

Section 2.2 Taxes

From and after the Rent Commencement Date, Tenant shall pay promptly when due or make reimbursement to Landlord for all taxes imposed upon Tenant's rent, lease and business operation, including, without limitation, all sales taxes, value added taxes, documentary taxes, stamp taxes and other taxes assessed upon the consideration to be received by Landlord for this Lease, upon all personal property of Tenant. Tenant shall also pay to Landlord, as additional rent, Tenant's share of real estate taxes as specified in this Section 2.2. Tenant's share of real estate taxes shall be computed by multiplying the total amount of such real estate taxes by a fraction, the numerator of which shall be the total leasable floor space in the Leased Premises, and the denominator of which shall be the total leasable floor space in that portion of the Shopping Center included in the tax billing. In computing Tenant's share of real estate taxes, the amount of the actual tax billing(s) shall be used irrespective of the fact that Landlord may have received a discount thereon for early payment, provided that in no event shall real estate taxes include any penalty or interest.

The term "real estate taxes" shall mean all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against that portion of the Shopping Center owned or leased by Landlord (land, buildings and/or improvements as the same may be enlarged or reduced from time to time), and other taxes arising out of the use and/or occupancy of the Leased Premises imposed by federal, state, or local governmental authority or any other taxing authority having jurisdiction over the Shopping Center, including expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such tax(es) or assessment(s), but shall exclude franchise, capital stock, income, estate or inheritance taxes personal in nature to Landlord.

Landlord shall estimate the real estate taxes referred to in this Section 2.2, and Tenant shall pay one-twelfth (1/12th) thereof monthly in advance, together with the payment of Minimum Annual Rent. Within thirty (9) days after the end of each tax payment period Landlord shall furnish Tenant a statement in reasonable detail of the actual real estate taxes, prepared in accordance with sound accounting practices by Landlord's accounting department, and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period. The amount of such estimated tax payment is set forth in Section 1.1(h). Tenant's obligations under this Section 2.2 shall be prorated during any partial year (i.e., the first year and the last year of the Term).

Section 2.3 Common Areas and Operating Costs

All common areas and other common facilities (hereinafter collectively called "common areas") made available by Landlord in or about the Shopping Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within the malls or the parking areas, kiosks, planters, pools, sculpture, free-standing buildings, additional stories to buildings, or otherwise. Common areas (as initially constructed or as the same may be enlarged or reduced at any time thereafter) shall mean all areas, space, facilities, equipment, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, the Tenant and other tenants and occupants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitee, which may include (but shall not be deemed a representation to their availability), the sidewalks, parking areas, access roads, driveways, landscaped areas, truck, serviceways, tunnels, loading docks, comfort and first aid stations, and public washrooms. Landlord hereby expressly reserves the right from time to time to construct, maintain and operate lighting and other facilities, equipment and signs on all of said common areas; to police the same; to change the area, level, location and arrangement of the parking areas and other facilities forming a part of said common areas; to build multi-story parking facilities; to close temporarily all or any portion of the common areas for the purpose of making repairs or changes thereto and to discourage non-customer parking; to establish, modify and enforce reasonable rules and regulations with respect to the common areas and the use to be made thereof; and to grant individual tenants the right to conduct sales in the common areas. Notwithstanding anything to the contrary herein, in no event may Landlord make any change or alteration to the common areas that materially and adversely affects Tenant's use of the Leased Premises, the visibility of Tenant's storefront, or access to the Leased Premises; and further provided that no changes may be made to parking spaces located within the area labeled "Tenant's Protected Parking" on EXHIBIT A without Tenant's prior written consent, such consent not to be unreasonably withheld. Landlord shall operate, manage, equip, light and maintain the common areas in such manner as is consistent with comparable Shopping Centers located in the Akron, Ohio area, and Landlord shall have the right and exclusive authority to employ and discharge all personnel with respect thereto. Tenant is hereby given a non-exclusive license to use, during the Term, the common areas of the Shopping Center as they may now or at any time during the Term exist, provided, however, that if the size, location or arrangement of such common areas or the type of facilities at any time forming a part thereof be changed or diminished as permitted herein, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such areas be deemed a constructive or actual eviction. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Shopping Center the common areas as designated from time to time by Landlord. In order to establish that the Shopping Center and any portion thereof is and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public therein, Landlord hereby reserves the unrestricted right to close all or any portion of the Shopping Center owned, leased or controlled by Landlord to the general public for one (1) day in each calendar year, and, in connection therewith, to seal off all entrances to the Shopping Center, or any portion thereof. Tenant hereby acknowledges, consents and agrees that any and/or all services, facilities and access by the public to the Leased Premises and/or to the Shopping Center may be suspended in whole or in part during any periods of actual or threatened civil commotion, insurrection or other circumstances beyond Landlord's control.

Tenant hereby agrees to pay Landlord a share, computed as hereinafter provided, of the Operating Costs (as hereinafter defined) of maintaining the common areas and the Shopping Center. "Operating Costs" shall mean the total cost and expense incurred in operating, maintaining and repairing the common areas, including without limitation, any reasonable management fee paid to any managing agent that manages the Shopping Center for Landlord, surcharges levied upon or assessed against parking spaces or areas, payments toward mass transit or car pooling facilities or otherwise as required by federal, state or local governmental authorities; costs and expenses in connection with maintaining federal, state or local governmental environmental standards, the cost of all materials, supplies and services purchased or hired therefor; the cost and expense of landscaping, gardening and planting, cleaning, painting (including line painting), decorating, paving, lighting, sanitary control, removal of snow, trash, garbage and other refuse, including costs related to trash compactors; water and sewerage charges attributable to the common areas; the costs of all types of insurance coverages reasonably carried by Landlord covering the common areas, including, without limitation, public liability, personal and bodily injury and property damage liability and automobile coverage, fire and extended coverage, vandalism and malicious mischief and all broad form coverages, sign insurance and any other insurance that may be reasonably carried by Landlord covering the common areas all in limits and with deductibles selected by Landlord;

operation of loudspeakers and any other equipment supplying music to the common areas of any parts thereof; operation of public toilets; installing and renting of signs; installation, maintenance, operation, utility costs, repair, and replacement of all exterior signs advertising the Shopping Center; maintenance, repair and replacement of utility systems serving the common areas, including water, sanitary sewer and storm water lines and other utility lines, pipes and conduits; rental charges for such machinery and equipment; the cost of personnel (including applicable payroll taxes, workmen's compensation insurance and disability insurance) to implement all of the foregoing, including security personnel for the common areas and the directing of traffic and parking of automobiles on the parking areas thereof; administrative costs attributable to the common areas and an overhead cost not to exceed seven percent (7%) of the total Operating Costs of maintaining the common areas as such costs are defined in this paragraph (but there shall be excluded initial costs of equipment properly chargeable to capital account). Landlord may cause any or all of said services to be provided by an independent contractor or contractors.

Notwithstanding the foregoing, the following shall be excluded from Operating Costs: (a) any expenditure that is properly categorized as a capital expense under generally accepted accounting principles, including, without limitation: the original investment in capital improvements, any replacements of capital items (except for replacement of the parking lot, the cost of which shall be amortized over its useful life and only that portion of the cost attributable to any time during the Term may be included as an Operating Cost), 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 7% 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.

Tenant's share of such Operating Costs shall be computed by multiplying the total amount of such Operating Costs by a fraction, the numerator of which shall be the total leasable floor space in the Leased Premises, and the denominator of which shall be the total leasable floor space in that portion of the Shopping Center owned, leased or operated by Landlord.

Landlord shall estimate the Operating Costs referred to in this Section 2.4, and Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of Minimum Annual Rent. After the end of each calendar year Landlord shall furnish Tenant a statement of the actual Operating Costs, together with reasonable supporting documentation prepared in accordance with sound accounting principles by Landlord's accounting department (the "Operating Cost Statement"), and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period. The amount of the estimated Common Area Maintenance and Operating Costs is set forth in Section 1.1(h). Notwithstanding anything to the contrary herein, in no event shall Controllable Operating Costs shall increase by an amount greater than 5% over the previous year on a cumulative, non-compounding basis. The term "Controllable Operating Costs" shall mean all Operating Costs other than utilities, snow and ice removal, taxes and insurance premiums.

Tenant shall have the right, at Tenant's expense, to audit Operating Costs 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 Operating Costs Statement for any calendar year period or partial calendar year period. Landlord shall provide reasonable access to all books and records relating to Operating Costs upon notice to Landlord at least ten days in advance, during ordinary business hours. Landlord shall retain copies of all records related to Operating Costs for three (3) 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 Shopping Center or any other parties, except for its attorneys, accountants, and other persons assisting Tenant with evaluation of the Operating Costs. If as a result of its audit, Tenant determines that the actual Operating Costs for the period covered by any statement are less than the amount shown on the Operating Costs Statement, Tenant shall promptly notify Landlord of such determination, which notice shall be accompanied by a copy of the results of Tenant's audit.

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 thirty (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 thirty (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 Operating Costs 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.

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 Operating Costs by five percent (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 Operating Costs Statement. If the neutral independent certified public accountant determines that Landlord did not overstate Center Expenses by five percent (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 Operating Costs. Any amount owed by one party to the other following the neutral auditor's determination shall be paid within ten (10) days of the date of such determination.

Section 2.4 Utilities Charges

From and after the Delivery Date, Tenant shall pay promptly, as and when the same become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, garbage and waste removal (solid and/or non-solid waste), and other utilities and/or services supplied to the Leased Premises by a private utility/supplier and/or governmental unit. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants in the Shopping Center, Tenant will pay to Landlord a proportionate share of such charges for utilities and/or services used in common based on square footage of floor space leased to each tenant using such common facilities, in addition to Tenant's payments of the separately metered charges.

Landlord may install re-registering meters and collect any and all charges aforesaid from Tenant, making returns to the proper public utility company or governmental unit. At the option of Landlord, any utility or related service which Landlord may at any time elect to provide to the Leased Premises may be furnished by Landlord or any agent employed, or independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers, so long as the rates charged by the Landlord or by the supplier of such utility or related service are competitive.

Notwithstanding anything else contained in this lease to the contrary, Landlord shall have the right, at any time and from time to time, to cause one or more utilities (including, without limitation, any heating, ventilating, air conditioning, and/or lighting systems serving the Leased Premises and/or any other Shopping Center areas) to be furnished by means of an on-site or off-site energy system and/or to provide some other alternative energy system (whether so-called "total energy" or otherwise) in lieu of the direct furnishing of the same to Tenant and other occupants of the Shopping Center from the appropriate utility company, and, so long as such utility or related service is comparable in terms of quality, Tenant agrees in any such case, to accept any such utility from such alternative source in lieu of the appropriate utility company directly and to pay Landlord and/or such alternative source or other designee as Landlord shall determine all costs and charges therefor provided that the same shall not result in any additional cost or expense of the energy to Tenant over and above that which it would pay if it purchased same directly from the appropriate utility company; and provided further that same is in compliance with all laws, regulations, ordinances and other governmental requirements. Landlord shall have no liability to Tenant for disruption of any service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rent or other charges.

ARTICLE III

CONSTRUCTION OF LEASED PREMISES

Section 3.1 Delivery Date of Premises

The "Delivery Date" shall be the date on which the following have occurred: (i) delivery of the Premises fully demolished and demised with Landlord's Work (as defined below) complete, free of all other tenants' rights including but not limited to all prohibited uses, exclusive uses or the like that would affect Tenant's ability to occupy and/or operate per the use provision found herein in the Leased Premises; (ii) the Leased Premises is free of all hazardous materials and in compliance with all requirements of the Americans with Disabilities Act, and all environmental laws; (iii) approval of Tenant's plans by Landlord, applicable government agencies and any third parties (e.g. lenders, any overlessor, or any party under an REA with such approval rights); (iv) Tenant's building permits and signage approvals (collectively, "Tenant's Permits") have been obtained, provided tenant submits plans for municipality approval forty-five (45) days after the full execution of this Lease and diligently pursues; and (v) Tenant has received a non-disturbance agreement from all current lenders and/or ground lessors.

Subject to force majeure, delays caused by Tenant, and delays caused by governmental bodies, Landlord shall, at its sole cost and expense, including the cost of any obtaining any required governmental approvals or permits, perform the work identified on EXHIBIT C attached hereto in a good and workmanlike manner ("Landlord's Work"). Landlord shall use reasonable efforts to ensure that the Delivery Date occurs by August 1, 2013 (the "Estimated Delivery Date"). If the Delivery Date has not occurred by September 1, 2013, then Landlord shall give Tenant a credit against Minimum Base Rent equal to one (1) day of Minimum Base Rent for each day after September 1, 2013, until the Delivery Date. If the Delivery Date has not occurred by February 1, 2014, Tenant may perform any remaining Landlord's Work and Landlord will reimburse Tenant. If Landlord fails to so reimburse Tenant within thirty (30) days, Tenant may deduct the reasonable cost of completing Landlord's Work from Minimum Base Rent.

Section 3.2 Roof Rights

With Landlord's prior written consent and in a location determined by Landlord, Tenant will have the right to install, at no monthly rental charge, one roof-mounted antenna or satellite dish for its sole use. Commencing as of the time of installation, Tenant shall conform to all applicable laws and ordinances with regard to use, installation and maintenance of the device requested by Tenant. Tenant, at its sole cost, shall have the right to make structural modifications to any certain portions of the roof to enhance the usability of the space which may or may not include raising the height of all or part of the roof. All plans and specifications therefore shall be reviewed and approved by Landlord prior to any installation, such approval not to be unreasonably withheld. Tenant shall be required to use approved contractors within Landlord roof warranties.

ARTICLE IV

USE OF LEASED PREMISES

Section 4.1 Use of Leased Premises

Tenant agrees to use the Leased Premises only for the permitted uses set forth in Section 1.1(e) and for no other purpose without Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed provided that the proposed change of use does violate any then-existing restricted or exclusive uses affecting the Shopping Center.

Tenant covenants that the Leased Premises shall during the Term of this lease, be used only and exclusively for lawful and moral purposes and no part of the Leased Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations, or orders of the United States, or of the State, County, and/or City where the Leased Premises are located. Tenant shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the Term of this Lease insofar as the Leased Premises and any signs of the Tenant are concerned, including, but not limited to zoning ordinances, building codes and fire codes, and shall make at Tenant's own cost and expense all additions and alterations to the Leased Premises ordered or required by such authorities, whether in order to meet the special needs of Tenant, or by reason of the occupancy of Tenant, or otherwise, provided, however, Tenant shall not be required to make structural alterations to the Leased Premises or the building in which the Leased Premises are located unless made necessary by reason of the nature of Tenant's business, work performed in the Leased Premises, or the manner of operation thereof.

Section 4.2 Intentionally Deleted

Section 4.3 No Duty of Continuous Operation by Tenant

Notwithstanding anything to the contrary herein, and provided that Tenant continues to pay Rent and perform all other obligations hereunder, Tenant may cease its operations at the Leased Premises at any time.

Section 4.4 Additional Covenants of Tenant

Tenant's use of the Leased Premises and the common areas shall be subject at all times during the Term to reasonable rules and regulations adopted and uniformly enforced by Landlord not in conflict with any of the express provisions hereof governing the use of the parking area, malls, walks, driveways, passageways, signs, exteriors of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. Tenant expressly agrees as follows:

(a) All deliveries to or from the Leased Premises shall be done only at such times in the areas and through the entrances reasonably designated for such purposes by Landlord.

(b) All garbage and refuse shall be kept inside the Leased Premises in the kind of container specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all common loading areas in a clean manner reasonably satisfactory to the Landlord. If any part of the Tenant's business shall consist of the preparation and/or sales of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall use any trash compactor Landlord provides for the general use of Tenant or tenants in a designated area of the Shopping Center.

(c) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Leased Premises or the building in which the Leased Premises are located without first obtaining in each instance the Landlord's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at Tenant's expense without notice at any time.

(d) No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord, nor shall Tenant solicit business or distribute advertising or promotional material in the common areas.

- (e) Tenant's heating and air conditioning system for the Leased Premises shall be designed so as to prevent the drawing of heated or cooled air from any other area of the Shopping Center.
- (f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. All grease traps, if any, shall be installed and maintained in accordance with applicable law and in accordance with Landlord's requirements.
- (g) Tenant at its expense shall contract for and maintain termite and pest extermination services covering the Leased Premises.
- (h) Tenant shall not burn any trash or garbage of any kind in the Leased Premises, the Shopping Center, or within three (3) miles of Shopping Center.
- (i) Tenant shall keep and display windows or signs in or on the Leased Premises well lighted during such hours and days that the Shopping Center is lighted by Landlord.
- (j) Tenant shall keep and maintain the Leased Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.
- (k) Tenant at its expense shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Shopping Center.
- (l) Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon said Shopping Center.
- (m) Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Leased Premises.
- (n) Tenant may use the Shopping Center name and logo, as either may be changed from time to time, in referring to the location of the Leased Premises in any newspaper, radio and television or other advertising.
- (o) Tenant shall store and/or stock in the Leased Premises only such merchandise as Tenant is permitted to offer for sale in the Leased Premises pursuant to this Lease.
- (p) Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Leased Premises, or utilize any unethical method of business operation.
- (q) Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Leased Premises or any other part of the Shopping Center.
- (r) Tenant shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Shopping Center except in such manner and in those areas in the Shopping Center as may be approved by Landlord in writing. All such equipment shall have rubber wheels only.
- (s) Tenant shall not place a load on any floor in the interior delivery system, if any, or in the Leased Premises, or in any area of the Shopping Center, exceeding the floor load which such floor was designated to carry, nor shall Tenant install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.
- (t) Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as reasonably determined by Landlord.
- (u) Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others lawfully in or upon the Shopping Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.
- (v) Tenant shall not use or occupy the Leased Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or Tenant from obtaining at standard rates any insurance required or desired, or which would invalidate or increase the cost to Landlord of any existing insurance, or which might cause structural injury to any building, or which would constitute a public or private nuisance or which would violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state or municipal governments, or of any department, subdivisions, bureaus or offices thereof, or of any other governmental public or quasi-public authorities now existing or hereafter created having jurisdiction in the Leased Premises or the Shopping Center.

(w) Tenant shall not operate on the Leased Premises or in any part of the Shopping Center any coin or token operated vending machine or similar device (including, without limitation, pay telephone, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other merchandise and/or commodities), except for the sole and exclusive use of Tenant's customers or employees.

Section 4.5 Signs, Awnings and Canopies

Landlord may erect and maintain such suitable signs as it in its sole discretion may deem appropriate in the Shopping Center. Tenant may erect and maintain only such sign as Landlord may approve, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall submit to Landlord detailed drawings of its sign for review and approval by Landlord prior to erecting said sign on the Leased Premises. Notwithstanding the foregoing, Landlord has reviewed and approved the signage shown on EXHIBIT E attached hereto, provided such signage remains subject to any applicable governmental approvals. Tenant shall be entitled to install a sign panel on the existing pylon sign for the Shopping Center in the location shown on EXHIBIT D attached hereto. Tenant's sign panel shall be fabricated, installed and maintained at Tenant's sole cost and expense, and the design thereof shall be subject to Landlord's prior review and approval.

Tenant shall not place or permit to be placed or maintained on any door, exterior wall, or window of the Leased Premises any sign, awning, or canopy or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other thing as may be approved by Landlord in good condition, operating order and repair at all times. All signs of Tenant visible from the common areas of the Shopping Center shall be in good taste and shall conform to the standards of design, motif, and decor from time to time reasonably established by Landlord for the Shopping Center. No flashing signs shall be permitted. No credit card signs or advertisements nor any hand-lettered signs shall be visible from the common areas. No signs or menu displays, which are furnished by (or advertise the product(s) of) a supplier, shall be visible from the common area. Tenant shall install professionally lettered signs on its service door.

Subject to any applicable governmental approvals, Tenant shall also have the right to install temporary Pre-Opening and Grand-Opening banners during the forty-five (45) days before and after Tenant's opening, and temporary promotional banners up to twice per year for periods of not more than fifteen (15) days at a time. The size, design and location of such temporary banners shall be subject to Landlord's prior review and approval.

Section 4.6 Intentionally Deleted

Section 4.7 Exclusive Use

Provided that Tenant is not in default hereunder, Landlord agrees that it will not enter into a lease or consent to the use and occupancy of any other space within the Shopping Center by a tenant, subtenant, assignee, licensee or concessionaire (collectively "Occupant") whose principal use is a health or fitness club (the "Exclusive Use"). Notwithstanding anything to the contrary contained herein, the foregoing Exclusive Use shall not be applicable to any Occupant of the Shopping Center, their successors, assigns or replacements, whose lease is in existence on the date hereof ("Existing Tenant") and whose lease as of the date of this Lease does not prohibit the subject premises to be used in violation of the Exclusive Use, or any of their successors, assigns or replacements; provided, however, in the event Landlord's consent is required with respect to a change in the permitted use or sublease of the premises of any Existing Tenant and/or any assignment, renewal, amendment, modification, or expansion of the lease of any Existing Tenant resulting in a change in permitted use to the Exclusive Use, Landlord shall not consent thereto unless required by law or for government body.

Landlord and Tenant acknowledge that the Exclusive Use has been included herein at the sole request of Tenant, and in the event the Exclusive Use shall be construed to be or shall be declared to be invalid or unenforceable by the decision of any court or any governmental agency having jurisdiction over such matters or by the enactment of any law, ordinance or regulation, or in the event the Exclusive Use shall be construed to be or shall be declared to be in violation of any law, rule or regulation, including but not limited to any anti-trust laws, rules or regulations, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claim, demand, damage, cost or liability, including reasonable attorney fees and court costs, arising from Landlord's grant of the Exclusive Use. Tenant hereby further agrees to indemnify, defend and hold Landlord harmless against any claim, demand, damage, cost or liability, including reasonable attorney fees and court costs, arising from any claim, demand, action or proceedings brought by a third party against Landlord based upon the grant by Landlord of the Exclusive Use.

In the event of a violation of the foregoing covenant by Landlord, Tenant shall not be entitled to monetary damages. Tenant's sole remedy shall be to either (i) remain in possession of the Premises and continue to operate its business therein subject to an adjustment in the Minimum Rent then payable, (ii) terminate this Lease or (iii) seek injunctive relief.

- (i) Retain Possession. In the event Tenant's Exclusive Use shall be violated by another Occupant of the Shopping Center, Tenant shall pay to Landlord fifty percent (50%) of Minimum Rent ("Substitute Rent"), then due and payable under the terms of this Lease, until the date the Occupant ceases violating the Exclusive Use (the "Substitute Rent Period"). Substitute Rent shall be due and payable in accordance with the Minimum Rent provisions set forth in this Lease. At the expiration

of the Substitute Rent Period Tenant's obligation to pay Minimum Rent shall be fully reinstated without any obligation of prior notice thereof by Landlord to Tenant. Nothing contained herein shall be construed to relieve Tenant of its obligation to pay its share of real estate taxes, Operating Costs, or Insurance charges dues during the Substitute Rent Period.

(ii) **Termination.** In the event Tenant's Exclusive Use shall be violated continuously by an Occupant of the Shopping Center for more than six (6) months, Tenant shall have the right to terminate this Lease by giving Landlord written notice of termination at any time until the date the Occupant ceases violating the Exclusive Use. Termination of the Lease shall be effective thirty (30) days after the date Landlord receives Tenant's notice of termination (the "Termination Date"), provided that Tenant pays to Landlord all sums and charges due and owing by Tenant to Landlord through and including the Termination Date, including but not limited to Substitute Rent, Additional Charges and any other amount due hereunder. Any sum which cannot be exactly determined by Landlord as of the Termination Date shall be paid by Tenant to Landlord within thirty (30) days after receipt by Tenant of a statement for said sums. The obligation of Tenant to pay any such sums shall survive the termination of this Lease.

(iii) **Injunctive Relief** In the event Tenant's Exclusive Use shall be violated by another Occupant of the Shopping Center, Tenant shall be entitled to seek injunctive relief against the Landlord.

Notwithstanding anything to the contrary contained herein, in the event the Exclusive Use shall be violated by an Occupant operating in its premises in default of the permitted use provision set forth in such Occupant's lease, Tenant shall have no right to terminate the Lease as provided herein so long as Landlord is using commercially reasonable efforts to cure any such default, including seeking an injunction against the defaulting Occupant; provided, however, that if, despite such efforts, the default continues for more than twelve (12) months, Tenant shall have the right to terminate this Lease by giving Landlord written notice of termination at any time until the date the Occupant ceases violating the Exclusive Use. In addition, Tenant shall have the right, but not the obligation, to independently seek injunctive relief against the defaulting Occupant.

In the event Tenant ceases to operate as its Principal Business in the Premises for a period of ninety (90) consecutive days (excluding reasonable periods of closure for purposes of repair or alteration), Tenant's exclusive rights under this Section 4.7 shall automatically become null and void and of no further force and effect.

Section 4.8 Landlord's Representations

To the best of Landlord's knowledge, Landlord warrants that the Leased Premises may be used for a the permitted use defined in Section 1.1(d) and that no zoning or other site restrictions prohibit its use as stated herein. Landlord further warrants that, on the Delivery Date, the Leased Premises complies with all building, fire safety, health and land use laws, ordinances, codes, rules, regulations, licenses, permits, variances, approvals, and to the Landlord's knowledge, all environmental laws.

Section 4.9 Pre-Sales

Tenant shall have the right, at Tenant's sole cost and expense, to conduct membership presales on site. Tenant shall have the right to conduct membership presales, with signs, lighting, telephone, electrical etc., at a TBD mutually location approved by Landlord and Tenant in a vacant space in the Shopping Center or using a trailer parked in the parking lot of the Shopping Center. Said pre-selling shall not affect the Lease Commencement Date or Rent Commencement Date. Pre Sales activities are subject to Landlord's approval not to be unreasonably withheld.

ARTICLE V

INSURANCE

Section 5.1 Insurance Required of Tenant

(a) Tenant shall obtain and provide, on or before the earlier of the commencement of the Term or Tenant's entering the Leased Premises for any purpose, and keep in force at all times thereafter, the following insurance coverages with respect to the Leased Premises:

(i) Comprehensive General Liability Insurance, with contractual liability endorsement, relating to the Leased Premises and its appurtenances on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00).

(ii) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, Flood (if required by Landlord, any mortgagee or governmental authority) and War Risk (if obtainable) Insurance in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein.

(iii) Rent Insurance covering those risks referred to in (ii) in an amount equal to all Minimum Annual Rent and other sums payable under this lease for a period of twenty-four (24) months commencing with the date of loss.

(iv) Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the law of the State where the Leased Premises are located.

(v) Plate Glass Insurance.

(b) Before undertaking any alterations, additions, improvements or construction, Tenant shall obtain at its expense a public liability insurance policy insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in this Section 5.1.

(c) All of the aforesaid insurance except the Workers' Compensation Insurance required by subparagraph (a) (iv) above shall name Landlord, Landlord's Managing Agent, and any designee(s) of Landlord and Tenant as additional insureds, and shall be written by one or more responsible insurance companies reasonably satisfactory to Landlord and in form reasonably satisfactory to Landlord; all such insurance may be carried under a blanket policy covering the Leased Premises and any other of Tenant's stores; all such insurance shall contain endorsements that Tenant shall be solely responsible for payment of premiums and that Landlord (or its designees) shall not be required to pay any premium for such insurance. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter within thirty (30) days after written request from Landlord, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence reasonably satisfactory to Landlord of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, and such failure continues for more than ten (10) days after written notice thereof from Landlord to Tenant, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional rent payable with the next installment of Minimum Annual Rent.

(d) The minimum limits of the comprehensive general liability policy of insurance shall be subject to increase at any time, and from time to time, after the commencement of the fifth (5th) full year of the Term if Landlord shall reasonably deem same necessary for adequate protection. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand.

(e) Tenant agrees to notify Landlord in writing not less than thirty (30) days prior to the date Tenant opens for business in the Leased Premises of the actual cost of all permanent leasehold improvements and betterments installed or to be installed by Tenant in the Leased Premises (whether same have been paid for entirely or partially by Tenant), but exclusive of Tenant's personal property, movable trade fixtures and contents, such as any floor coverings, wall coverings, Tenant's special electrical fixtures, any other decorative items and/or decorative items that were placed in the Leased Premises by the Landlord or previous tenant, prior to Tenant's possession of said Leased Premises, in order that Landlord can insure said improvements and betterments from and after the date Tenant opens for business in the Leased Premises against fire, standard extended coverage risks and such other risks as Landlord may elect or be required to insure. Similar notifications shall be given to Landlord not less than thirty (30) days prior to the commencement of any proposed alterations, additions or improvements to the Leased Premises by Tenant (if same are permitted under the terms of this lease) subsequent to the initial construction of the Leased Premises. If, on account of the failure of Tenant to comply with the foregoing provisions, Landlord is adjudged a co-insurer by its insurance carrier, then any loss or damage Landlord shall sustain by reason thereof shall be borne by Tenant and shall be immediately paid by Tenant upon receipt of a bill therefor and evidence of such loss.

Section 5.2 Insurance Required of Landlord.

Landlord shall procure and maintain throughout the Term of this Lease a policy or policies of insurance causing the Shopping Center and all improvements, betterments, fixtures, equipment and machinery installed in such building or buildings either by Landlord or by the occupants of the Shopping Center, but excluding any personal property, movable trade fixtures and contents owned by the respective tenants occupying the Shopping Center, 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).

Tenant covenants and agrees to pay Landlord, as additional rent, a share (as hereinafter determined) of the premiums paid by Landlord and attributable to such insurance. Tenant's share of such premiums shall be computed by multiplying the total such premiums by a fraction, the numerator of which shall be the total number of square feet in the Leased Premises, and the denominator of which shall be the total leasable floor space in that portion of the Shopping Center owned, leased or operated by Landlord.

Landlord shall estimate the premiums referred to in this Section 5.2 and Tenant shall pay one-twelfth (1/12) thereof monthly in advance, together with the payment of Minimum Annual Rent. After the end of each insurance year Landlord shall furnish Tenant a statement of the actual insurance premiums prepared in accordance with sound accounting principles by Landlord's accounting department, and there shall be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the

entire amount of Tenant's annual share for such period. The amount of such estimated insurance is set forth in Section 1.1(h).

If Tenant shall fail to comply with any of the foregoing provisions of this Article V then, in addition to any other rights or remedies reserved by Landlord under this lease, Landlord's obligations under the Section of this lease captioned "Damage or Destruction," to repair, replace and/or rebuild the Leased Premises, shall be limited to the performance of Landlord's Work as initially constructed by Landlord in accordance with EXHIBIT C hereof; and in such event, Tenant, at Tenant's own cost and expense, shall repair, replace and/or rebuild all of Tenant's work as initially constructed.

Section 5.3 Fire Insurance Rate and Requirements

(a) Tenant agrees, at its own cost and expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction and any similar body. If, at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the Leased Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by Landlord), the fire insurance rate(s) applicable to the Leased Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable in the absence of such failure, Tenant agrees that it will pay to Landlord, on demand, as additional rent, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the lines in the Leased Premises or the building in which the Leased Premises are located, Tenant shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this paragraph, any finding or schedule of the Fire Insurance Rating Organization having jurisdiction thereof shall be deemed to be conclusive.

(b) In the event that this lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul) approved by the Fire Insurance Rating Organization and shall keep such devices under service as required by such organization.

(c) If gas is used in the Leased Premises, Tenant shall install at its expense gas cut-off devices (manual and automatic).

Section 5.4 Waiver of Subrogation

Landlord shall not be liable for any damage by fire or other peril includable in coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused, it being understood that the Tenant will look solely to its insurer for reimbursement. Tenant shall not be liable for any damage by fire or other peril includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsements attached (whether or not such coverage is in effect), no matter how caused, it being understood that Landlord will look solely to its insurer for reimbursement.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord

Within thirty (30) days after receipt of written notice from Tenant, Landlord shall make and pay for all necessary repairs to the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts and signs); necessary repairs to the roof and roof membrane, foundations, load bearing items, plumbing, pipes, conduits and other utilities serving the Leased Premises located outside the Leased Premises at its sole cost expense and without reimbursement as an Operating Cost. Landlord shall not be required to make any repairs where same were made necessary by any act or omission or negligence of Tenant, any subtenant or concessionaire, or their respective employees, agents, invitees, licensees, visitors or contractors, or by fire or other casualty or condemnation, except as provided in Article VIII.

Section 6.2 Repairs and Maintenance by Tenant

Tenant shall make and pay for all other repairs to the Leased Premises and all equipment and systems serving the Leased Premises exclusively and shall replace all things which are necessary to keep the same in good state of repair and operating order, such as (but not limited to) all fixtures, furnishings, lighting, and store signs of Tenant. Tenant shall also maintain, replace and keep in good repair and operating order all air conditioning, ventilating, plumbing, sprinklering, heating and electrical installations, ceilings, inside walls and carpeting and floor surfaces serving the Leased Premises and located within the Leased Premises. Tenant shall be responsible for any government-required inspections or repairs to backflow prevention devices. Tenant shall at all times keep the Leased Premises, storefront and all exterior entrances, exterior walls, glass and show moldings, partitions, doors, door frames and hardware, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably

satisfactory condition of cleanliness, and Tenant shall make such other necessary repairs in and to the Leased Premises not specified in Section 6.1 hereof as being the responsibility of Landlord. Tenant shall at its expense replace all broken or damaged glass or substitutes therefor, as the case may be. The provisions of this Section 6.2 shall not limit Landlord's obligation to restore or repair under Article VIII hereof in the event of fire or other casualty or condemnation.

If (i) Tenant does not repair properly as required hereunder and to the reasonable satisfaction of Landlord within thirty (30) days after written notice thereof from Landlord to Tenant, or (ii) Landlord, in the exercise of its reasonable discretion, determines that emergency repairs are necessary, or (iii) repairs or replacements to the Shopping Center and/or common areas or to the Leased Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any such events Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus fifteen (15%) for overhead, upon presentation of a bill therefor, as additional rent. Said bill shall include interest from the date such repairs were billed by the contractor(s) making such repairs.

Section 6.3 Inspection

Landlord or its representatives shall have the right to enter the Leased Premises upon one (1) day's prior written notice during any business day (except in the event of an emergency wherein only such notice as is reasonably practical shall be required, and Landlord may enter on any day) during the Term. Landlord shall use all reasonable efforts not to interfere with Tenant's business operations during any such entry.

Section 6.4 Obstructions

Tenant agrees to keep its loading facilities, if any, and the sidewalks and areas immediately adjoining the Leased Premises free from trash, litter or obstructions, and, in addition, if the Leased Premises open onto an outside area, to keep said outside sidewalk area immediately adjoining the Leased Premises free from ice and snow.

ARTICLE VII

ADDITIONS AND ALTERATIONS

Section 7.1 By Landlord

Subject to the provisions of Section 2.2 above, Landlord reserves the right, at its sole cost and expense and without reimbursement as an Operating Expense, to erect additional structures, add stores to existing buildings, enclose open courts and malls in the Shopping Center (or any portions thereof as may be designated by Landlord) as said Shopping Center may be enlarged or reduced at the sole option of Landlord by addition(s) to the Shopping Center of land and/or buildings or by the diminution thereof, Tenant hereby consents thereto and to the performance of work necessary to effect the same and any inconvenience caused thereby, provided that no alterations may be made to the interior or storefront of the Leased Premises without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. The design, materials and performance of necessary work therefor shall be in the sole unrestricted discretion of Landlord.

Section 7.2 By Tenant

Tenant may from time to time (if Tenant shall not then be in default), at its own expense, alter, renovate or improve the Leased Premises provided the same be performed in a good and workmanlike manner; in accordance with accepted building practices and applicable laws including, but not limited to, building codes and zoning ordinances; and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. Tenant shall be entitled to all salvage resulting therefrom. No changes, alterations or improvements affecting the exterior of the Leased Premises or the structure of the building shall be made by Tenant without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Prior to commencement of all such work, Tenant shall obtain Landlord's prior written approval of the plans and specifications therefor and shall cause Landlord's reasonable requirements for insurance and other contractor requirements to be satisfied. Any work done by Tenant under the provisions of this Section 7.2 shall not interfere with the use by the other tenants of their premises in the Shopping Center.

ARTICLE VIII

DAMAGE, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES

Section 8.1 Damage or Destruction

(a) If all or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty insured under the standard fire insurance policy with approved standard extended coverage endorsement applicable to the Leased Premises, Landlord shall, except as otherwise provided herein, repair and/or rebuild the same with reasonable diligence, but Landlord's obligation hereunder shall be limited restoring the Leased Premises to substantially the same condition that existed prior to the casualty, including Landlord's Work, if any, in accordance with Exhibit C hereof, but expressly excluding any permanent leasehold improvements and betterments installed by Tenant, and

Landlord shall not be obligated to commence such repairs and/or rebuilding until insurance proceeds are released to Landlord. Landlord's obligation hereunder shall be further limited to the proceeds received and retained by Landlord under its insurance policy which are allocable to the Leased Premises. Should Tenant have notified Landlord in writing of the permanent leasehold improvements and betterments installed by Tenant in the completed Leased Premises (whether same have been paid for entirely or partially by Tenant) and should such notice accurately state the full insurable value of such permanent leasehold improvements and betterments and should Tenant have reimbursed Landlord, upon demand, for the cost of the inclusion of the amount of such permanent leasehold improvements and betterments in Landlord's insurance coverage, then and in those events, and subject to the first and second sentences of this subsection, Landlord shall repair and/or rebuild the Leased Premises to a condition comparable to that existing prior to such damage or destruction, including any permanent improvements and betterments installed by Tenant. Nothing hereinabove contained shall impose upon Landlord any liability or responsibility to repair, rebuild or replace any property belonging to Tenant. If there should be a substantial interference with the operation of Tenant's business in the Leased Premises as a result of such damage or destruction which required Tenant to temporarily close its business to the public, the Minimum Annual Rent and all other sums payable hereunder shall abate. Unless this Lease is terminated as hereinafter provided, Tenant shall repair, redecorate and refixture the Leased Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to its destruction or casualty, and the proceeds of all insurance carried by Tenant on its personal property, decorations, trade fixtures, furnishings, equipment and contents in the Leased Premises shall be held in trust by Tenant for such purposes. Tenant agrees to exercise reasonable diligence to reopen for business in the Leased Premises as soon as practicable unless this Lease is terminated as hereinafter provided.

(b) Notwithstanding anything to the contrary contained in this Section 8.1 or elsewhere in this lease, Landlord, at its option, may terminate this lease on thirty (30) days notice to Tenant given within ninety (90) days after the occurrence of any of the following:

(i) The Leased Premises and/or building in which the Leased Premises are located shall be damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance; or

(ii) The Leased Premises and/or building in which the Leased Premises are located shall be damaged or destroyed and the cost to repair the same shall amount to more than fifty percent (50%) of the cost of replacement thereof; or

(iii) The Leased Premises shall be materially damaged or destroyed during the last three (3) years of the Term or any extended Term; provided, however, that Tenant may nullify any termination by Landlord pursuant to this Section 8.1(b)(iii) by exercising any available Option Term within thirty (30) days after receipt of Landlord's termination notice; or

(iv) Any or all of the buildings or common areas of the Shopping Center are damaged (whether or not the Leased Premises are damaged) to such an extent that, in the sole judgement of Landlord, the Shopping Center cannot be operated as an economically viable unit.

(c) Except to the extent specifically provided for in this Lease, none of the Minimum Annual Rent and other sums payable by Tenant, nor any of Tenant's other obligations under any provisions of this Lease, shall be affected by any damage to or destruction of the Leased Premises by any cause whatsoever, and Tenant hereby specifically waives all other rights it might otherwise have under any law or statute.

(d) The term "cost of replacement" as used in Paragraph (b)(ii) above shall be determined by the company or companies selected by Landlord insuring Landlord against the casualty in question, or if there shall be no insurance, then as the parties hereto shall agree, or in absence of an insurance company determination or an agreement, as shall be determined by arbitration according to the rules and practice of the American Arbitration Association.

(e) Tenant shall give to Landlord and to all mortgagees of record prompt written notice of any damage or destruction of any portion of the Leased Premises resulting from fire or other casualty.

(f) Notwithstanding anything to the contrary contained in this Section 8.1 or elsewhere in this Lease, Tenant, at its option, may terminate this Lease on thirty (30) days notice to Landlord given within ninety (90) days after the occurrence of any of the following:

(i) The Leased Premises shall be materially damaged or destroyed during the last three (3) years of the Term or any extended Term; or

(ii) Landlord has not completed the repairs and/or restoration required above within three hundred sixty five (365) after the occurrence of the damage or casualty; or

(iii) Landlord fails to timely commence the repairs and/or restoration required above or fails to diligently pursue once commenced.

Section 8.2 Condemnation

If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate and expire as of the date

of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking.

Anything in this lease to the contrary notwithstanding, in the event more than ten percent (10%) of the Leased Premises or more than twenty percent (20%) of the then existing paved parking spaces of the Shopping Center shall be appropriated or taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after such taking. In the event of such cancellation, the parties shall thereupon be released from any further liability under this lease (except for obligations existing on the effective date of such termination); provided, however, that if more than twenty percent (20%) of the then existing paved parking spaces shall be appropriated or taken and ten percent (10%) or less of the Leased Premises shall be appropriated or taken, and Tenant shall have given notice to Landlord of cancellation, Landlord may at its option nullify and vacate Tenant's cancellation by giving Tenant notice within thirty (30) days prior to the effective date of taking that it will provide substitute parking on or adjacent to the Shopping Center in reasonable proximity to the Leased Premises sufficient to cause the paved parking spaces after such substitution to be reduced by not more than twenty percent (20%) of the number of spaces prior to such taking, in which event the Lease shall remain in full force and effect.

If a portion of the Leased Premises is taken, or conveyance made in lieu thereof, and if this Lease shall not be terminated as provided in the preceding paragraph, then the Minimum Annual Rent and all additional charges based upon the square footage of the Leased Premises shall be ratably apportioned according to the space so taken, and Landlord shall, at its own expense, repair and/or rebuild the Leased Premises to a condition comparable to that existing prior to such taking, and restore the common areas of the Shopping Center to a complete architectural unit. If more than twenty-five percent (25%) of the leasable floor space within the Shopping Center shall be so taken, regardless of whether or not the Leased Premises shall have been partially taken, then Landlord shall have the right to terminate this Lease on thirty (30) days written notice delivered within thirty (30) days after such taking.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant. 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.

It is mutually agreed that (i) any reduction in the parking area, number of parking spaces in the Shopping Center, and/or restriction on the number of motor vehicles that may enter the Shopping Center by action or order of any governmental authority, quasi-governmental authority, and/or by any court having jurisdiction in the premises which does not in fact constitute a physical taking of property shall not constitute such a taking or condemnation under this Lease that would entitle Tenant to terminate the lease, and (ii) any such environmental condemnation and/or compliance by Landlord with any order, rule or regulation of any such authority, with any such judicial decree, and/or such existing or future law shall not constitute a default under this Lease by Landlord so as to entitle Tenant to terminate the Lease and the Lease shall remain in full force and effect.

Notwithstanding anything to the contrary contained in this Section 8.2 or elsewhere in this Lease, in the event Landlord has not completed the repairs and/or restoration required above within three hundred sixty five (365) after the date of the taking, Tenant, at its option, may terminate this Lease on thirty (30) days notice to Landlord given at any time until the repairs and/or restoration is complete.

ARTICLE IX

MERCHANTS ASSOCIATION

Section 9.1 Intentionally Deleted

ARTICLE X

FINANCING

Section 10.1 Intentionally Deleted

Section 10.2 Subordination

Landlord and Tenant agree that this Lease is and shall be subject and subordinate at all times to all ground and underlying leases and to all mortgages (in any amounts and all advances thereon which may now or hereafter affect such leases or the real property of which the Leased Premises form a part), and to all renewals, modification, consolidations, participations, replacements and extensions thereof. The term "mortgage(s)" as used herein shall be deemed to include trust indenture(s), deed(s) of trust, and security deed(s). Tenant agrees to attorn to any underlying ground lessor or mortgagee who shall succeed to Landlord's interest in this Lease, provided such mortgagee agrees to recognize this Lease.

Upon request from Landlord, Tenant will execute an agreement subordinating its interest in the Lease to a lender of Landlord, provided that the agreement does not adversely affect Tenant's rights under the Lease; provides for non-disturbance of Tenant's rights under the Lease, and is otherwise on reasonable terms.

If any mortgagee requires that this lease be prior rather than subordinate to any such mortgage, Tenant shall, promptly upon request therefor by Landlord or such mortgagee, and without charge therefor, execute a document effecting and/or acknowledging such priority, which document shall contain, at the option of such mortgagee, an attornment obligation to the mortgagee as Landlord in the event of foreclosure or to any party acquiring title through such mortgagee in such event.

Upon request of any mortgagee of record, and provided such mortgagee has provided their notice address to Tenant in writing, Tenant shall give prompt written notice in the manner provided in Section 12.14 of any default of Landlord hereunder, and Tenant shall allow such mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice so long as such mortgagee diligently and continuously pursues curing such default) in which to cure any such default.

ARTICLE XI

DEFAULT

Section 11.1 Default by Tenant

Tenant shall be in default hereunder if: (a) Tenant fails to pay when due Minimum Annual Rent and other sums due under this Lease and such default shall continue for more than five (5) days after written notice from Landlord to Tenant; or (b) Tenant fails to observe and perform any of the other terms, covenants of this Lease and such default shall continue for more than thirty (30) days after written notice from Landlord to Tenant; or (c) Tenant fails to pay when due the Minimum Annual Rent and any other sums payable under this Lease three (3) or more times in any period of twelve (12) consecutive months; or (d) the Leased Premises shall be abandoned, deserted, vacated. If the nature of a default under (b) above is such that it cannot reasonably be cured within the aforesaid cure period, and work thereon shall be commenced within said period and diligently prosecuted to completion, then Landlord's rights under Section 11.2 shall be inapplicable. The Leased Premises and all trade fixtures, equipment and inventory therein shall be conclusively deemed abandoned by Tenant upon (a) fifteen (15) consecutive days' absence from the Leased Premises by Tenant or its agents (unless such absence results from renovations, fire or other casualty) together with the failure to pay Minimum Annual Rent, or (b) removal of all or a substantial portion of Tenant's trade fixtures, equipment or inventory from the Leased Premises (unless such removal results from renovations, fire or other casualty) together with a failure to pay Minimum Annual Rent. In such event and in addition to Landlord's remedies set forth in Section 11.2, Landlord may enter the Leased Premises and may remove all such remaining trade fixtures, equipment and inventory at Tenant's expense. All such property shall, at Landlord's option, become the property of Landlord, or said property may be placed in storage at Tenant's cost and expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord.

If at any time during the Term there shall be filed by or against Tenant or any successor tenant then in possession or any guarantor of either under this lease, in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) for alleging insolvency, (iii) for reorganization, (iv) for the appointment of a receiver, or (v) for an arrangement under the Bankruptcy Acts, or if a similar type of proceeding shall be filed, and such petition, if filed against Tenant, is not dismissed within ninety (90) days, Landlord may terminate Tenant's rights under this lease by notice in writing to Tenant, and thereupon Tenant shall immediately quit and surrender the premises to Landlord, but Tenant shall continue to be liable for the payment of rent and all other sums due hereunder.

Section 11.2 Landlord's Rights on Default

In the event of any default by Tenant, Landlord may (1) apply the Security Deposit, if any, specified in Section 1.1(g) toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) re-enter the Leased Premises and remove all persons and all or any property therefrom, by an suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefor or damages therefrom, and repossess and enjoy the Leased Premises, with all additions, alterations and improvements, and Landlord may, at its option, repair, alter, remodel and/or change all character of the Leased Premises as it may reasonably deem fit, and/or (4) at any time relet the Leased Premises or any part or parts thereof, as the agent of Tenant or in Landlord's own right, and/or (5) terminate this Lease upon not less than three (3) days written notice to Tenant. The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. Tenant, throughout the remaining term hereof shall pay Landlord, no later than the last day of each month during the term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall use commercially reasonable efforts to relet the premises and minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet the premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

In the event Landlord terminates this Lease as a result of a default by Tenant, 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 fair market rental value of the Premises over the same period of time; 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 fair market rental value of the Premises over the same period of time; 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); and

(v) all other amounts permitted by applicable law; provided, however, that in no event shall Landlord be entitled to seek and Landlord hereby waives any right to any special or punitive damages against Tenant for Tenant's default or breach of this Lease.

As used in subparagraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the default interest rate. As used in subparagraph (c) above, the "worth at the time of the award" is computed by discounting such amount to present value at the rate five percent (5%) per annum.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity to enforce Landlord's rights or any of them, as if re-entry and other remedies were not herein provided for. With respect to any litigation arising out of this Lease, Landlord and Tenant hereby expressly waive the right to a trial by jury. Tenant agrees that no demand for rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all rights to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant.

Section 11.3 Non-Waiver Provisions

The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

The maintenance of any action or proceeding to recover possession of the Leased Premises, or any installment or installments or rent or any other moneys that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other monies that may be due or become due from Tenant. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

Section 11.4 Inability to Perform

If Landlord or Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike or labor troubles or any cause whatsoever beyond Landlord's control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Landlord.

Section 11.5 Landlord's Expenses

If Tenant shall at any time be in default hereunder beyond any applicable notice or cure period, and if Landlord shall deem it necessary to engage attorneys to enforce Landlord's rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Tenant will reimburse Landlord for the reasonable expenses incurred thereby, including but not limited to court costs and reasonable attorneys' fees.

Section 11.6 Default by Landlord

Landlord shall be in default if Landlord shall have failed to perform obligations required herein within thirty (30) days after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation; provided, however, that in the case of a default which cannot, with due diligence, be cured within a period of thirty (30) days, Landlord shall have such additional time to cure such default as may reasonably be necessary, provided Landlord proceeds promptly and with due diligence to cure such default within thirty (30) days after receipt of said notice. 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.

ARTICLE XII

OTHER PROVISIONS

Section 12.1 Definition and Liability of Landlord

The term "Landlord" as used in this lease means only the owner or mortgagee in possession for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in said building and/or the land thereunder (or the managing agent of any such owner or mortgagee) so that in the event of sale of said building or leasehold interest or an assignment of this lease, or a demise of said building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequently accruing provided that the transferee or assignee expressly assumes Landlord's obligations hereunder in writing.

It is specifically understood and agreed that there shall be no personal liability of Landlord (nor Landlord's agent, if any) in respect to any of the covenants, conditions or provisions of this lease. In the event of a breach or default by Landlord of any of its obligations under this lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

Section 12.2 Relationship of the Parties

Nothing contained in this lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts or the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant. If the named Landlord in this lease is designated as an agent or managing agent, then Tenant agrees that the word "Landlord" shall be deemed to refer solely to such agent's principal.

Section 12.3 Security Deposit-N/A

Section 12.4 Indemnity

Tenant agrees to indemnify and save Landlord and any ground and underlying lessor(s) of the Leased Premises harmless from and against any and all claims and demands (except such as result from the negligence of Landlord, or any such ground or underlying lessor(s) or their respective agents, contractors, servants or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted in or the use and/or occupancy of the Leased Premises or occurring in, on or about the Leased Premises or any part thereof, or arising directly or indirectly, from any act or omission of Tenant or any concessionaire or sub-tenant or their respective licensee, servants, agents, employees or contractors, and from and against any and all cost, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The comprehensive general liability coverage maintained by Tenant pursuant to this Lease shall specifically insure the contractual obligations of Tenant as set forth in this Section and/or as provided in this Lease.

Landlord agrees to indemnify and save Tenant and its agents, contractors, servants or employees for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the use and/or occupancy of the common areas of the Shopping Center or any part thereof, or arising directly or indirectly, from any act or omission of Landlord or its licensee, servants, agents, employees or contractors, and from and against any and all cost, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The comprehensive general liability coverage maintained by Landlord pursuant to this lease shall specifically insure the contractual obligations of Landlord as set forth in this Section and/or as provided in this Lease.

Section 12.5 Damage to Property or Persons

Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or the Shopping Center, by theft or otherwise, nor for any loss or damage whatsoever to any property which Tenant could remove at the end of the Term as provided in Section 12.7 hereof. Landlord shall not be liable for any injury or damage to persons or property or to the interior of the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from the roof, street, or substance or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such injury or damage caused by other tenants or any person(s) either in the Leased Premises or elsewhere in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public, or quasi-public work. The Parties agree that any liability of Landlord under the preceding sentence shall be limited to cost of repair only. Landlord shall not be responsible for damage or loss of property of Tenant kept or stored on the Leased Premises, no matter how caused.

Section 12.6 Assignment or Subletting

So long as Tenant is not in default under any of the provisions of this Lease, Tenant may assign its interest under this Lease or sublet the Leased Premises without Landlord's consent to: (a) a parent, subsidiary, affiliate, division, or other entity, controlling, controlled by, or under common control with Tenant or Gold's Gym International Inc., a Delaware corporation ("Gold's Gym"); 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 Shopping 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. 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.

Tenant shall make no other assignment or subletting without prior written consent of Landlord. Any assignment or sublease by Tenant shall be only for the purposes specified in Section 1.1(e) hereof and for no other purpose, and in no event shall any assignment or sublease of the Leased Premises release or relieve Tenant from any obligation of this Lease. Tenant agrees to pay as additional rent Landlord's reasonable attorney's fees incurred in connection with review and/or preparation of any assignments or subleases for which Landlord's consent is required.

In the event Tenant shall assign its interest in this Lease or sublet the Leased Premises for rentals in excess of those rentals reserved hereunder, Tenant shall pay all of such excess rent to Landlord as additional rent.

Any permitted assignee of Tenant shall assume Tenant's obligations hereunder and shall deliver to Landlord an assignment and assumption agreement in form satisfactory to Landlord within ten (10) days after the effective date of the assignment.

Section 12.7 Surrender of Premises and Holding Over

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in good condition, reasonable wear and tear excepted, and damage by casualty except to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement, and Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. If Tenant shall default in so surrendering the premises, Tenant's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all terms, covenants, and conditions of this lease applicable thereto, except that Minimum Annual Rent shall be one hundred fifty percent (150%) of the amount payable in the last year of the Term, and no extension or renewal of this lease shall be deemed to have occurred by such holding over.

Prior to the expiration or sooner termination of this lease Tenant shall remove any and all trade fixtures, equipment and other unattached items which Tenant may have installed, stored or left in the Leased Premises or elsewhere in the Shopping Center, including but not limited to counters, shelving, show cases, chairs and unattached movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building. Tenant shall repair any damage to the Leased Premises caused by its removal of such fixtures and movables. In the event Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs, together with a sum equal to twenty per cent (20%) of such costs and expenses to cover Landlord's overhead in making such repairs for Tenant. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including but not limited to wall to wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the freehold and/or leasehold interest of Landlord, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord (whether initially installed or replaced). The Leased Premises shall be left in a broom-clean condition. If Tenant shall fail to remove its trade fixtures or other property as provided in this Section 12.7, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at Landlord's option may be removed by Landlord at Tenant's expense plus twenty per cent (20%) overhead as hereinabove provided, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord.

Section 12.8 Lien of Landlord for Rent, Taxes and Other Sums

Landlord shall have, and Tenant hereby grants, a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable, or other personal property of any kind belonging to Tenant, or the equity of Tenant therein, on the Leased Premises. The security interest is granted for the purpose of securing the payment of rent, other charges, assessments, penalties and damages herein covenanted to be paid by Tenant, and for the purpose of securing the performance of all other obligations of Tenant hereunder. Upon Tenant's default or breach of any covenants of this lease, Landlord shall have all remedies available under the law of the State where the Leased Premises are located, including but not limited to the right to take possession of the above mentioned property and dispose of it by sale in a commercially reasonable manner. Tenant hereby agrees to execute and deliver from time to time Financing Statements at Landlord's request for the purpose of serving notice to third parties of the security interest herein granted. Notwithstanding the foregoing, Landlord agrees to subordinate any such contractual, statutory, constitutional, common law or other lien or security interest to which Landlord may be entitled upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Premises to the lien or security interest of any purchase money lender to whom Tenant has granted a first-lien security interest.

Section 12.9 Liens

Tenant shall discharge or bond over any lien filed against the Shopping Center or any part thereof for work done or materials furnished with respect to the Leased Premises by or on behalf of Tenant (excluding Landlord's Work) within twenty (20) days after such lien is filed; 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. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this lease or otherwise, Landlord may at its

option discharge such lien, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien thus discharged plus Landlord's internal administrative costs, attorney's fees, expenses and damages thereby caused Landlord.

Section 12.10 Interest

Whenever this lease refers to "Interest", same shall be computed at a rate equal to the Prime Rate plus two percentage points. If, however, payment of interest at such rate by Tenant (or by the tenant then in possession having succeeded to the Tenant's interest in accordance with the terms of this lease) should be unlawful, that is, violative of usury statutes or otherwise, then "Interest" shall, as against such party, be computed at the maximum contract rate payable by such party.

Section 12.11 Late Charge and Payment by Check

In the event any installment of minimum annual rent or other charges accruing under this Lease shall become overdue for more than ten (10) days, a "Late Charge" of five cents (\$0.05) per each dollar so overdue including prior Late Charges shall be paid by Tenant for the purpose of defraying the expense incident to handling such delinquent payment. This late charge shall be in addition to, and shall not preclude Landlord from, any other remedy in law or in equity. All late charges assessed hereunder are deemed to be additional rent as defined herein subject to all penalties, rights, duties, obligations and assessments relating to payment of rent.

Payment by check shall always be subject to timely collection of the funds represented thereby and, if any check tendered by or on behalf of Tenant in payment of any sum due under this Lease is dishonored and returned to Landlord or Landlord's Managing Agent for any reason whatsoever, Tenant shall pay the sum of Fifty Dollars (\$50.00) for each such check, to defray expense of handling, processing and bookkeeping. Any such check will not be re-deposited but shall be promptly replaced by Tenant with a check which is the direct obligation of a Bank or Savings and Loan Institution (Certified Check, Cashier's Check, Official Check or Money Order). The amount of such replacement check shall be in the aggregate amount of the payment tendered, plus the late charges thereon, if any, as provided in this Section 12.11, plus the Fifty Dollars (\$50.00) charge required by this paragraph.

Section 12.12 Consents

With respect to any provision of this lease which either provides or is held to provide that Landlord shall not unreasonably withhold or unreasonably delay any consent or approval, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives, any claim for damages, it being understood and agreed that Tenant's sole remedy therefor shall be an action for specific performance.

Section 12.13 Waiver of Right of Redemption and Jury Trial

Tenant thereby expressly waives any and all rights of redemption conferred by statute or otherwise. Tenant and Landlord each waive a trial by jury of any issues arising in any action or proceeding between them or their successors under or connected with this Lease or any of its provisions.

Section 12.14 Relocation of Tenants-N/A

Section 12.15 Notices

Whenever notice shall or may be given to either of the parties by the other, each such notice shall be registered or certified mail with return receipt requested, or by nationally recognized overnight carrier, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice under this lease shall be deemed to have been given at the time it is placed in the mails or picked up by the carrier with sufficient postage prepaid.

Section 12.16 Brokerage Disclosure and Fee

It is understood that CBRE, Inc. ("Broker") exclusively represents the Tenant, and shall be compensated subject to a separate agreement. The payment of all fees and commissions in connection with this transaction shall be solely paid by the Landlord per a separate written agreement.

Section 12.17 Short Form Lease

Tenant agrees not to record this Lease without the express written consent of Landlord; however, Landlord and Tenant agree to execute, acknowledge and deliver at any time after the date of this Lease, at the request of either party, a "short form lease" suitable for recording.

Section 12.18 Entire and Binding Agreement

This Shopping Center Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this lease. Tenant acknowledges that neither Landlord nor any broker has made any representations to or agreements with Tenant which are not contained in this lease.

Section 12.19 Provisions Severable

If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 12.20 Captions

The captions contained herein are for convenience and reference only and shall not be deemed as part of this lease or construed as in any manner limiting or amplifying the terms and provisions of this lease to which they relate.

Section 12.21 Rule Against Perpetuities

If the Term of this lease shall not have commenced within five (5) years from the date appearing on Page 1 of this lease, then this lease shall thereupon become null and void and have no further force and effect whatsoever in law or equity.

Section 12.22 Intentionally Deleted

Section 12.23 Saving Clause - Grammar

Wherever used herein the singular number shall include the plural, the plural the singular, and the use of one gender shall include all genders, unless the context clearly discloses a contrary intent.

Section 12.24 Intentionally Deleted

Section 12.25 Environmental Compliance

Tenant shall not install, store, use, treat, transport or dispose (or knowingly permit or acquiesce in the installation, storage, use, treatment, transportation or disposal by Tenant, its agents, employees, independent contractors, or subtenants) on the Premises of any (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises or premises adjacent to the Leased Premises; and which is either (i) present in amounts in excess of that permitted or deemed safe under applicable law or (ii) handled, stored or otherwise used in a manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), (c), or (d) are collectively referred to herein as "Hazardous Materials").

Tenant shall, at Tenant's own expense, comply with any presently existing or hereafter enacted environmental cleanup responsibility laws affecting Tenant's operation of the Premises ("Cleanup Laws"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a Cleanup plan be prepared and that a Cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of, spilled or discharged by Tenant, on the Premises during the term of this Lease, Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of affidavits or other documents required by Landlord to determine the applicability of the Cleanup Laws to the Premises, and shall sign the affidavits promptly when requested to do so by Landlord. Tenant shall indemnify, defend and hold harmless Landlord from all fines, suits, procedures, claims, cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal, spillage or discharge of Hazardous Materials on the Premises by Tenant, its agents, employees, independent contractors or subtenants during the term of this Lease; and from all fines, suits, procedures, claims and actions of any kind arising out of Tenant's failure to provide all information, make all submissions and take all steps required by the Authority under the Cleanup Laws or any other environmental law. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord remains responsible for Hazardous Materials at the Premises that were installed, stored, used, treated, transported, disposed of, spilled or discharged during the term of this Lease by Tenant, its agents, employees, independent contractors or subtenants. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

Tenant shall promptly supply Landlord with any notices, correspondence and submissions made by Tenant to appropriate governmental authorities of the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous waste or substances. Tenant's liability pursuant to the terms of this provision shall survive termination of this Lease.

Section 12.26 Force Majeure

Whenever a period of time is provided in this Lease for Landlord or Tenant to do or perform any act or thing, Landlord or Tenant shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control, or other causes beyond the reasonable control of Landlord or Tenant, and in any such event said time period shall be extended for the amount of time Landlord or Tenant is so delayed.

Section 12.27 Option

Tenant shall have four (4) five (5) year options (each, an "Option") to extend the Term of this Lease. Each Option Term shall be on the same terms and conditions as set forth herein, except that Minimum Base Rent shall be paid in accordance with Section 1.1(c). Tenant must advise Landlord of its intent to exercise each Option by providing Landlord written notification at least 120 days prior to the expiration of the initial Term or the then-existing Option Term, as applicable.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this lease as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

(WITNESSES, DATES & NOTARIES ON FOLLOWING PAGE)

WITNESSES:

LANDLORD: SOUTH PLAZA ASSOCIATES, LTD

[Signature]

By [Signature]
Lawrence B. Levey

Date: 3-5-13

[Signature]

TENANT: GOLD'S OHIO, LLC

By [Signature]

Date: 2/20/13

STATE OF Ohio)
COUNTY OF Summit) SS

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and the county aforesaid to take acknowledgements, personally appeared Lawrence B. Levey to me known to be the person described in and who executed the foregoing instrument as Authorized Agent of the corporation named therein, and acknowledged before me that he did execute the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 5 day of March, 2013.

ASHLEY M. WILLIAMS, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Nov. 27, 2017

[Signature]
Notary Public

My commission expires: Nov. 27, 2017



STATE OF Texas)
COUNTY OF Dallas) SS



I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and the county aforesaid to take acknowledgements, personally appeared Aaron Watkins to me known to be the person described in and who executed the foregoing instrument as CEO of the limited liability company named therein, and acknowledged before me that he did execute the same as such officer in the name of and on behalf of said limited liability company.

Witness my hand and official seal in the county and state last aforesaid this 21st day of February, 2013.

My commission expires: September 3, 2014

[Signature]
Notary Public

Exhibit A
Property Description

Situated in the City of Akron, County of Summit, State of Ohio and being part of Tract 11, formerly Coventry Township and being known as part of a tract of land conveyed to South Plaza Associates, by O.R. 819, Page 938 of the Summit County Recorder's Office described as follows:

Beginning at a ¼ inch bar found in a monument box found at the centerline intersection of Brown Street, a variable width dedicated public right-of-way with Waterloo Road, a variable width public right-of-way; thence South 88° 43' 15" West a distance of 38.08 feet to a point and the true place of beginning, witness a ¼ inch bar found in a monument box found South 88° 43' 15" West at 1247.69 feet;

Thence South 00° 05' 02" East along the Northerly extension and the Westerly line of said Brown Street a distance of 700.19 feet to a 5/8 inch rebar with cap set;

Thence South 88° 43' 30" West a distance of 500.00 feet to a 5/8 inch rebar with cap set;

Thence South 00° 05' 02" East 180.00 feet to a 5/8 inch rebar with cap set;

Thence South 88° 43' 30" West a distance of 561.90 feet to a 5/8 inch rebar found;

Thence North 00° 07' 42" East a distance of 148.67 feet to a ¼ inch pipe found;

Thence North 89° 59' 22" West a distance of 137.35 feet to a 5/8 inch rebar with cap set at the p.c. of a curve;

Thence 31.42 feet along the arc of a curve deflecting to the left having a radius of 20.00 feet, a delta angle of 90° 00' 38" and a chord of 28.29 feet bearing South 45° 00' 19" West to a 5/8 inch rebar with cap set on the Easterly line of Glenmount Avenue, a 60 foot public right-of-way;

Thence North 00° 00' 00" East along the Easterly line of said Glenmount Avenue a distance of 20.00 feet to a ¼ inch pinch top pipe found;

Thence North 89° 59' 22" West a distance of 30.00 feet to a point in the centerline of said Glenmount Avenue, witnessed by said ¼ inch pinch top pipe found South 89° 59' 22" East at 30.00 feet;

Thence North 00° 00' 00" East along the centerline of said Glenmount Avenue a distance of 30.00 feet to a point witnessed by a p.k. nail found South 89° 59' 22" East at 30.00 feet;

Thence South 89° 59' 22" East a distance of 265.00 feet to a mag nail set;

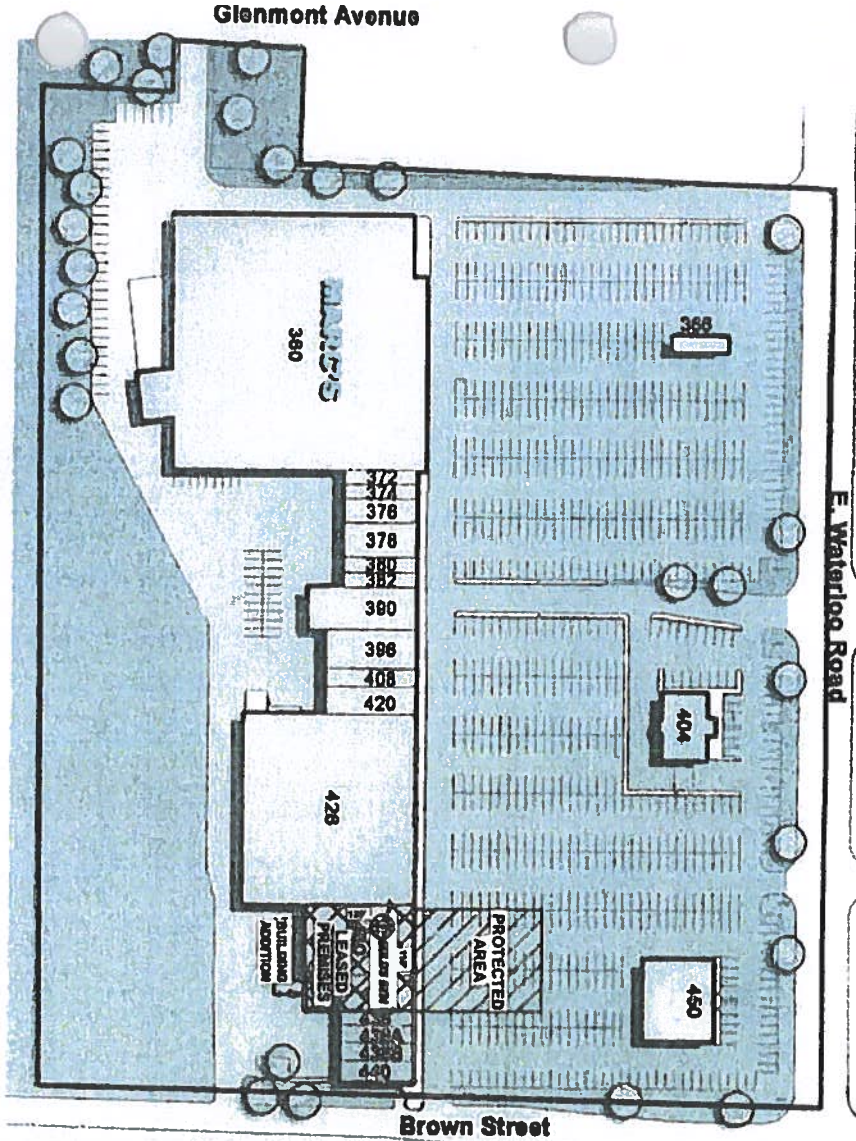
Thence North 00° 00' 00" East along the Easterly line of land conveyed to South Plaza Associates by O.R. 819, Page 935 and Albrecht, Inc. by Vol. 3301, Page 183 of the Summit

County Recorder's Office, a distance of 703.22 feet to a point in the centerline of said Waterloo Road, passing through a 5/8 inch rebar set for reference at 673.22 feet;

Thence North 88° 43' 15" East along said centerline of Waterloo Road a distance of 982.62 feet to the true place of beginning.

The above described tract of land contains a total of 18.246 acres of which 0.889 acre lies in Waterloo Road right-of-way and 0.021 acre lies in Glenmount Avenue right-of-way as surveyed under the direction of Timothy J. Briggs, P.S. 7495, Campbell & Associates, Inc. of Cuyahoga Falls, Ohio in August of 1999 and re-surveyed in October 2001. Basis of bearings is due North as the centerline of Glenmount Avenue as recorded in O.R. 819, Pg. 938 of the Summit County Recorder's Office.

EXHIBIT A



- PROTECTED AREA
- LEASED PREMISES

Levey & Company
COMMERCIAL REAL ESTATE

02/18/13

South Plaza Akron, Ohio

No.	Tenant	Size (SF)
360	Mare's	74,550
372	Famous Hair	1,200
374	Jackson Hewitt	1,200
376	House of Human	2,000
378	Dental Works	2,800
380	General Nutrition Center	1,294
382	Cigarette Outlet	1,200
386	Karpen's Hallmark	5,400
400	Salix Beauty	3,177
404	Dolls	3,555
420	(Available)	3,000
426	(Available)	38,750
430	CALLUS 67M	13,800
432	Sunway	1,144
436	Rose Nails	1,200
438	Revlon	1,200
440	Burger King	2,320
Out Parcels		
363	Hugh's Homes	1,100
404	KeyBank	3,565
440	(Available)	6,530
G.L.A.		164,856



EXHIBIT B

SOUTH PLAZA EXCLUSIVES

HOUSE OF HUNAN:	NO EXCLUSIVE
HUNGRY HOWIES:	NO EXCLUSIVE
JACKSON HEWITT:	No tax preparation, bookkeeping, or public accounting purposes
REVOL WIRELESS:	NO EXCLUSIVE
ROSE NAILS:	NO EXCLUSIVE
SALLY:	NO EXCLUSIVE
MARCS:	NO EXCLUSIVE
SUBWAY:	NO EXCLUSIVE
CIGARETTE OUTLET:	NO EXCLUSIVE, but can pay utility bills
BURGER KING:	NO EXCLUSIVE
HALL MARK:	Christmas, greeting cards, gift wrap, party supplies
DOTS:	No other tenant that utilizes a similar pricing strategy
DENTAL WORKS:	NO EXCLUSIVE
FAMOUS HAIR:	NO EXCLUSIVE
FASHION BUG:	NO EXCLUSIVE
GNC:	Cannot lease to another vitamin, weight gain or loss, health food store
KEYBANK:	Commercial bank or savings and loan during the term.

Exhibit C

DESCRIPTION OF LANDLORD'S WORK

The following is a description of the construction, and limitations of same, which will be provided by Landlord and is herein referred to as "Landlord's Work" for the construction of a Gold's Gym 'Concept Club'.

A. BUILDING ENCLOSURE

1. Space Intent. Tenant space to be free and clear of all ceilings, ductwork, conduits, wires, flooring, and interior partition walls. Sprinkler lines to be not more than 12" from the roof deck. All wires, hangers, associated straps, any and all miscellaneous equipment to be removed. Space to be free, clean, and clear to the four demising walls, roof deck, and floor.
2. Structural Frame. The building shall be of steel or wood frame, reinforced concrete, or bearing wall construction designed in accordance with governing building codes.
3. Exterior Walls. The exterior wall assembly shall be of masonry or such other materials as selected by Landlord. Exterior walls at front interior of suite, if masonry, shall be finished with 5/8" gypsum wallboard on 1 1/2" z-studs and 1 1/2" rigid insulation, if frame, shall be insulated and clad with gypsum wallboard to the deck. Exterior walls at rear interior of Premises, if masonry, shall not be finished, if frame, shall be insulated and clad with gypsum wallboard to the deck. Minimum R-values shall be R-10 for all exterior walls unless a different higher value is required by local code.
4. Roof Membrane. The typical roof assembly type shall be as provided by Landlord, but less than six years old, water tight and leak free. Minimum R-values shall be R-20 unless a different higher value is required by local code.
5. Floor. The interior of the Demised Premises will have a smooth, cured, level, clean concrete slab, free of adhesives, grout, thin set or any foreign substance. All old curbs, conduits, floor ducts, etc., shall be removed and patched to achieve required finish. The slab shall have a sealed concrete finish. Seal concrete floor with Prosoco brand Consolideck® LSGuard. Install minimum of four coats per manufacturer's recommendations to achieve high gloss finish. Floor slabs not conforming to these requirements shall be replaced.
6. Exterior Service Door Assembly. Door frame(s) and door(s) shall be free of rust, 3' x 7' insulated hollow metal back door with a classroom function lock and weather-stripping installed to meet code. Hinges shall be 1 1/2" tamper proof butt hinges. Frames to be grouted solid and anchored into the wall. Anti-jimmy plates (2" x 1/8") shall be installed, full height of the door, welded to the door edge. Door location to not interfere with locker room locations and shall meet ADA requirements including required exterior egress path of travel.
7. Store Front Assembly. Storefront to be per lease agreement and approved plans. Storefront system to be 1 3/4" by 4 1/2" standard aluminum framing with 1" insulated glass. Glass areas to have masonry sill that shall match the shopping center design with drywall finish and plastic laminate sill at interior. Standard aluminum storefront shall include one (1) pair of 3' by 7' doors forming one 6' x 7' opening. Landlord to provide door closers, Schlage brand lockset, pull and push handles. All doors shall meet ADA requirements. Exterior path of travel to doors shall also meet ADA requirements.

B. INTERIOR FINISHES

1. Roof Deck. Landlord to remove all old conduits, wires, piping, abandoned ducts to provide a clean, clear, clutter free exposed roof deck. The roof deck shall be exposed joist girders and joists, prepared for paint finish utilizing a white primer/sealer, preventing rust and stains, if any, from bleeding through. Roof deck shall be free of rust, abandoned mechanical chases, or any other abandoned vent access holes. Sprinkler heads to be free from paint/primer.
2. Walls. Demising Partitions between areas shall be of wood frame (3 1/2"), metal stud (3 5/8"), or masonry as selected by Landlord and shall be gypsum wallboard clad, taped, sanded and ready for paint. Demising wall assembly shall meet fire rating requirements, include sound insulation, and be constructed to the deck. If fire rated walls not required then the demise partitions are to be sealed to the floor and the deck.

C. HVAC/PLUMBING/ELECTRICAL/FIRE PROTECTION/LIFE SAFETY/OTHER

1. HVAC. Landlord shall install air conditioning unit(s) located on the roof sized to 1 ton per 250 square feet, starting with 3 tons of independent HVAC unit for each locker

room. Landlord shall install roof mounted exhaust fans for locker rooms. HVAC equipment shall be gas heat. HVAC units shall include the following installed equipment: Humiditrol humidity control, economizer cycle, barometric relief dampers, power exhaust, electric disconnect, and 120 volt GFI duplex outlet. Units not equipped with smoke detectors shall be retrofitted to include detectors. Units to include a five year compressor warranty and a ten year heat exchanger warranty to include all parts and labor. If reusing existing equipment, all existing ductwork and distribution lines to be removed. HVAC shall have concentric return and supply. HVAC units to be rooftop units unless otherwise authorized by Tenant. Split systems shall not be acceptable.

All new units to be purchased from Lennox Industries utilizing Gold's Gym national account pricing. An Equipment Operation Check shall be provided by Lennox at the completion of the project at landlord expense. For gym locations within five miles of an ocean coastline, corrosion protection package shall be installed.

2. Water, Sewer & Gas. Landlord shall stub a minimum 3" sewer line and 2" water line to the Premises in a location per Tenant's plans. Landlord to provide meter or sub-meter for water usage. Natural gas, if utilized, shall be stubbed into the space. Stub shall be large enough to support a 60 gallon water heater and TBD tons of HVAC heating. Gas meter to be installed by Landlord.
3. Electricity. Landlord shall furnish a minimum 400 amp, 120/208V, 3 phase, 4 wire, electrical service with a minimum 400 amp 42-circuit distribution panel installed on the back wall of the lease space which shall be separately metered. Landlord shall install one 20 amp 120 volt dedicated sign circuit with wire & conduit from the distribution panel to a j-box located at the storefront for tenant signage. Penetration of the front wall and connection to and mounting of the tenants sign shall be provided by the tenant. All HVAC units to be wired to the panels with all required breakers installed. All panel locations to be coordinated with Gold's Gym architect.
4. Lighting. All interior lighting to be provided by tenant. Existing exterior lighting.
5. Telephone. Telephone service provided by the local telephone company shall be brought to the building telephone demarcation. A 1 1/2" conduit with pull wire shall run from the demarc to the demised premises at a location designated by Gold's Gym architect. Pulling and termination of all tenant lines and services shall be contracted by the tenant.
6. Sprinkler System. Landlord shall provide a fire sprinkler system in accordance with local building code throughout the Premises as defined by designated land use/zoning code requirements. Sprinkler heads will be mounted at roof deck per code. Existing systems branch of trunk lines to be relocated to roof deck to accommodate open ceiling plan.
7. Life Safety. Landlord shall provide a master Life Safety System to meet minimum Code requirements allowing 1 horn/strobe per locker room and manager's office and 4 horns/strobes for main workout floor. 12 station panel shall be included as required. Connect HVAC smoke detectors as required by code. Landlord to provide exit signs at each exit point from the space.
8. Data Requirements. Landlord shall provide T1 class of service for data (dedicated internet access) capability from local phone provider on site with confirmation of qualified copper (minimum 12 pairs) to the premises.
9. Cable/Satellite Requirements. Premises shall be served by high definition cable service from a major cable service provider (EG: Comcast, Cablevision, etc.) Existing

D. EXTERIOR WORK

1. Exterior Work. Landlord shall perform all exterior work modifications, such as landscaping, sidewalks, curbs, irrigation, accessibility, repaving, striping, exterior building finishes, etc.
2. Combine the two units (430 and 432), and add GLA squaring off the combined unit to create 115' x 120' box.

EXHIBIT E

1



EXPRESS

Gold's Gym Express
426 E Waterloo Road
Akron, OH 44301

PRODUCTION CANNOT BEGIN PRIOR TO RECEIPT OF
APPROVED DRAWINGS

APPROVAL/REVISION INSTRUCTIONS:

- 1) Review all pages including layout, specs, and notes
- 2) If correct, sign and date each page in the provided signature block.
- 3) Scan and email each signed page back to your Identity Management project manager or fax back them back to 817-310-0798.
- 4) If revisions are needed please make note of desired revisions on each sheet needing a revision. Fax or email only those pages needing a revision back to your Identity Management project manager.
- 5) Landlord signatures are not required by Identity Management. The Landlord signature block has been included for your use and convenience.



218 E. Dallas Rd.
Suite 100
Grapevine, Texas 76051
817-912-0039

DESIGNER	DATE	REVISED PAGES/COMMENTS
VERSION #1: <u>JP</u>	<u>09/24/2012</u>	<u>ORIGINAL</u>
VERSION #2: <u>JP</u>	<u>10/10/2012</u>	<u>New front elevation</u>
VERSION #3: _____	_____	_____
VERSION #4: _____	_____	_____
VERSION #5: _____	_____	_____

REVISION NOTES:

All electrical signs will be wired 120 volts primary service. Other voltages are available at additional cost. All electrical signs are available in additional sizes. All electrical signs are not included in this presentation.

© 2011 Identity. All rights reserved. This is an original drawing created by Identity. It is submitted for your personal use. However, it shall at all times remain the property of Identity. This drawing may be used in connection with the project for which it was created by Identity, but not otherwise. You are not authorized to reproduce, copy, or use this drawing for any other project or purpose. It is to be reproduced, used, copied or exhibited in any manner.

SIGN CRITERIA

CITY CODE:

WALL SIGNS -

Quantity allowed:

Max area: 2 sq ft for each foot of storefront

Max height:

On a corner Lot, The permitted sign area shall be computed on the basis of the longer building frontage. One freestanding or projecting sign shall be permitted on each street, provided, the total area of these signs does not exceed one square foot for each foot of building frontage on one street. The area of all wall signs shall not exceed two square feet for each foot of building frontage on the longer street frontage.

FREE STANDING SIGNS -

Quantity allowed: 1 per street frontage

Max area: one (1) square foot for each foot of building frontage facing the street where the sign is called

Max height:

WINDOW VINYL -

Quantity allowed:

Max area:

Max height:

LANDLORD CRITERIA:

WALL SIGNS -

Quantity allowed:

Max area:

Max height:

FREE STANDING SIGNS -

Quantity allowed:

Max area:

Max height:

WINDOW VINYL -

Quantity allowed:

Max area:

Max height:

MEASUREMENTS DO NOT INCLUDE BACKPLATE



id identity management

CLIENT APPROVAL

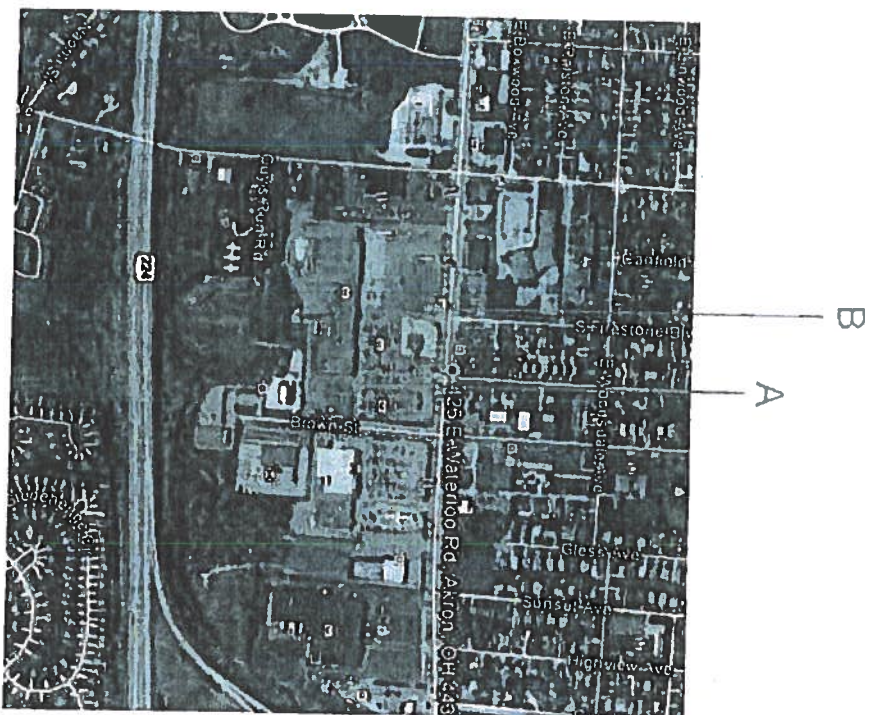
LANDLORD APPROVAL

Gold's Gym Express
428 E Waterloo Road
Akron, OH 44301
VERSION #1

SITE PLAN DWG

Sign	Page #	Description
A	4	Front Elevation Channel Letters
B	6	Pylon Panel

3



identity management

[illegible]

All domestic tapes will be issued 120-often primary service. Other countries are available on request. 1960. Primary service from 1960's in other files. The records are now included in this part of the program.

CLIENT APPROVAL

LANDLORD APPROVAL

Gold's Gym Express
426 E Valencia Road
Akron, OH 44301

FRONT ELEVATION CHANNEL LETTERS

LETTER FACES	3/16" White acrylic with vinyl overlay/3M 3630-73 Dk Red
TRIM CAP	1" Jovelle - Red
RETURNS	Aluminum - Red
BACK	Aluminum
ILLUM.	LED - Red
BACKPLATE	Aluminum - PTD Black, semi gloss finish
WEIGHT PLATE DETAILS	
FACES	White Flex Material w/vinyl graphics 3630-75 Marigold & 3630-73 Dk Red
CABINET	Aluminum - PTD PMS 7408
RETAINERS	2" Aluminum - PTD PMS 7408
BACK	Aluminum
ILLUM.	LED - White
BACKPLATE	Aluminum - PTD Black, semi gloss finish

- N - Any specifications not explicitly listed herein shall be determined at the sole discretion of IDM.
 O - See "Cut Sheet Dined Mount Led Channel Letters w/Backplate" for additional details on the Gold's Gym Express and the yellow weight plate ring.

Actual Signage Size and Area to be the maximum allowed by code or by variance through appropriate jurisdiction.

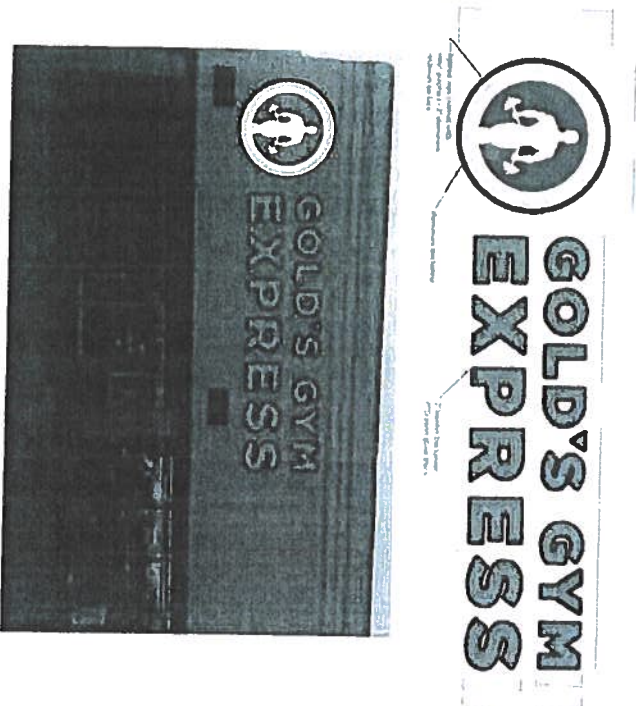
NOTES:

- Any specifications not explicitly listed herein shall be determined at the sole discretion of IDM.
- See "Cut Sheet Raceway Mounted Led Channel Letters" for additional details on the Gold's Gym Express and the yellow weight plate ring.
- See "Cut Sheet Raceway Mount LED Channel Letters" for additional details on the red weight plate ring.

EXISTING STOREFRONT



PHOTO OVERLAYS ARE FOR ILLUSTRATIVE PURPOSES ONLY
FINAL RESULT AND SCALE MAY VARY SLIGHTLY



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identity
management

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CLIENT APPROVAL

LANDLORD APPROVAL

Gold's Gym Express
 428 E. Veterans Road
 Akron, OH 44301

VERSION: 3.1

CUT SHEET

RACEWAY MOUNT LED CHANNEL LETTERS

ADDITIONAL SPECIFICATIONS:

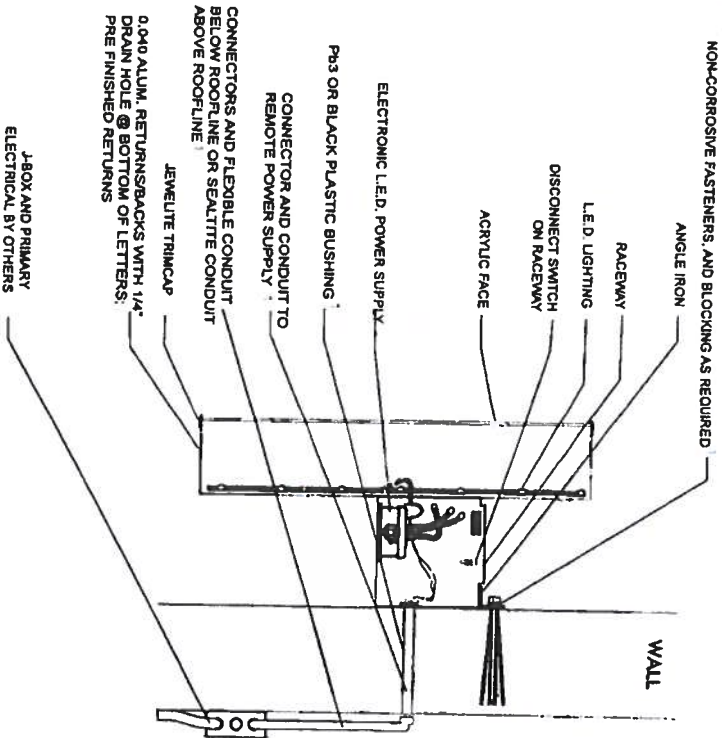
- Installer is responsible for reviewing these specifications and assuring they meet local code. Installer must inform IDM in writing prior to start of fabrication of letters if any changes need to be made to meet code. Code compliance for variations or change not provided by Installer to IDM prior to the start of fabrication shall be at installer's sole expense.
- Mount sign to fascia using corrosion resistant hardware.
- Exact mounting hardware to be determined in conjunction with site conditions & local code requirements and to be provided by installer.
- Ground wires may be installed by IDM during fabrication at no additional cost if requested in writing by installer prior to the start of fabrication. Ground wire installation after start of fabrication will be at installer's expense whether provided during fabrication by IDM or in the field by installer.
- Inside of letters to be painted white.
- Any specs not listed herein shall be determined at the sole discretion of IDM.

INSTALLATION NOTE:
DO NOT PENETRATE
FLASHING
CANT STRIP
ROOF MEMBRANE

ELECTRICAL NOTES

- Primary ground sign to be provided by architect's licensed electrician. Under no circumstances shall IDM be responsible for any electrical work. IDM is not responsible for any electrical work. IDM is not responsible for any electrical work.
1. Primary electrical (0' 20')
 2. Junction box installed within 6' of sign
 3. Three wires: Line, Ground, Neutral

SIDE VIEW CROSS SECTION (NOT TO SCALE)
NOT INTENDED FOR DETERMINING DIMENSIONS



1. ITEM (OR SUBSTITUTE REQUIRED BY CODE) TO BE PROVIDED AND INSTALLED BY INSTALLER AS REQUIRED BY LOCAL CODE REQUIREMENTS

J-BOX AND PRIMARY ELECTRICAL BY OTHERS

Identify
management

Identify Management is a leading provider of identification services for the construction industry. We provide a wide range of identification services, including: identification of construction materials, identification of construction equipment, identification of construction personnel, and identification of construction sites. Our services are designed to help construction professionals identify and manage their construction projects more effectively.

Identify Management is a leading provider of identification services for the construction industry. We provide a wide range of identification services, including: identification of construction materials, identification of construction equipment, identification of construction personnel, and identification of construction sites. Our services are designed to help construction professionals identify and manage their construction projects more effectively.

CLIENT APPROVAL

LAND ORD APPROVAL

Gold's Gym Express
428 E. Waterloo Road
Akron, OH 44301

VERSION: 01

GOLD'S GYM PYLON PANEL

QUANTITY OF SIGNS: 1 (D/F)

TOTAL QUANTITY OF PANELS: 2

MATERIAL

FACES 3/16" Acrylic

OBJECT

VINYL Background

COLOR

White

ADDITIONAL SPECIFICATIONS:

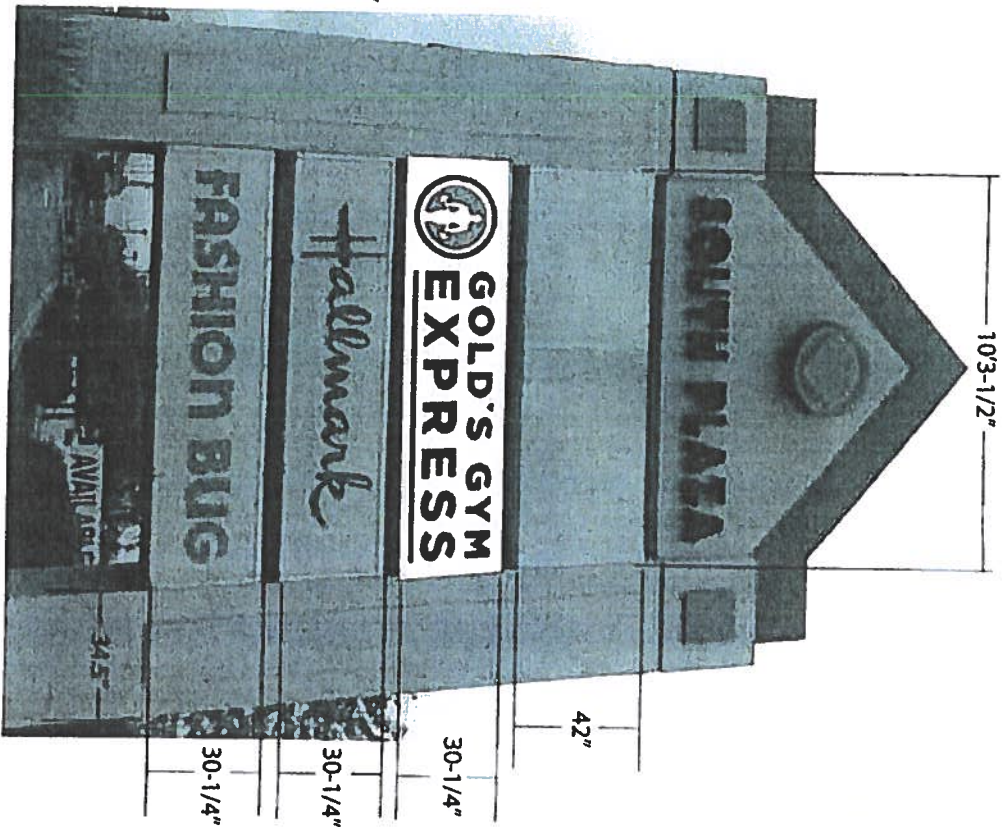
- White is panel showing through weeded out vinyl.

10'3-1/2"



**GOLD'S GYM
EXPRESS**

30.25"



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CLIENT APPROVAL

LANDLORD APPROVAL

Gold's Gym Express
420 E. Waterloo Road
Akron, OH 44301
VERSION: 21

EXHIBIT F

GUARANTY

In consideration of the making of the foregoing Lease, Assignment, Lease Modification, or Renewal Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, performance by the Tenant of the covenants thereof is hereby guaranteed by the undersigned; and the undersigned, Gold's Gym International, Inc., agrees to be bound jointly with the Tenant, the same as though the undersigned had been an original party to the foregoing Lease. This guaranty includes all damages that may arise in consequence of the nonperformance by Tenant of any of said Lease contained covenants. This is an unconditional guaranty, and the liability hereunder is joint and several. Without limiting the generality of the foregoing, the undersigned guarantees payment of the rental and any other sums of money and payments that are required to be paid by the Tenant as said sums and payments become due under the terms of the Lease, and said guaranty also includes any option renewal periods provided in the Lease, and any further extension of the leasehold by mutual agreement between Landlord and Tenant, or by any amending, revision, or rewriting of the Lease at any time by mutual agreement between Landlord and Tenant. This guaranty shall remain in full force and effect during the lease term (and renewals, extensions, modifications or holdovers, as aforesaid), and shall remain effective regardless of whether the leased premises are being used for the benefit of the Tenant. This unconditional guaranty is intended to operate to protect the interest of the Landlord, its successors and assigns, as provided in said Lease and in this guaranty. The undersigned hereby waive(s) all right to trial by jury in any action or proceeding hereafter instituted by Landlord, its successors or assigns, hereunder, or under said Lease, to which the undersigned may be a party.

IN TESTIMONY WHEREOF, Aaron Watkins

he has read the foregoing Lease and foregoing guaranty, and has been acquainted and informed of the contents and meaning of the provisions hereof, by having his signatures affixed hereto as evidence of 4 ~~personal~~ corporate guaranty, all this being done on the 23rd day of February, 2013.

Signed and acknowledged
in the presence of:

[Signature]
Witness

Witness

Witness

STATE OF)

) SS:

COUNTY OF)

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Aaron Watkins, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the county and state last aforesaid this 21st day of February, A.D., 2013.

Laura Kovatch

Notary Public

My commission expires: September 3, 2014



FIRST AMENDMENT TO SHOPPING CENTER LEASE

This First Amendment to Shopping Center Lease ("First Amendment") is entered into as of June 14, 2013, by and between South Plaza Associates, LTD ("Landlord") and Gold's Ohio, LLC ("Tenant").

ARTICLE I - BACKGROUND

Landlord and Tenant are parties to a Shopping Center Lease dated February 19, 2013 ("Lease") whereby Tenant agrees to lease from Landlord certain property located in South Plaza on Waterloo Road in the City of Akron, County of Summit, State of Ohio as described in Exhibit A to the Lease. Landlord and Tenant have agreed to amend the Lease on the terms set forth herein. The purpose of this First Amendment is to set forth in writing the full and complete understanding of the parties with respect to the amendment.

ARTICLE II - AMENDMENT OF EXISTING TERMS

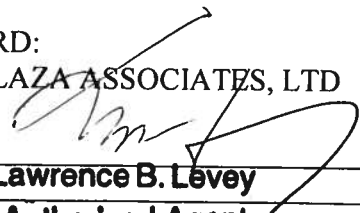
2.1 Exhibit C attached to the Lease is deleted in its entirety and replaced with Exhibit C and Exhibit C-1 attached hereto and made a part hereof. For clarification purposes, Exhibit C attached hereto shows the changes made to Exhibit C attached to the Lease with deleted items being crossed out and added items being underlined.

ARTICLE III - MISCELLANEOUS

3.1 This First Amendment may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart. This First Amendment may be executed by facsimile or scanned and emailed signatures, and each counterpart executed and transmitted by facsimile or email shall have the same force and effect as an originally executed document. At the request of any party, a party executing and transmitting a facsimile or email copy of this First Amendment will execute and deliver an originally executed copy of the same to the requesting party.

3.2 Capitalized terms used herein but not defined herein shall be defined as set forth in the Lease. To the extent there is any inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall govern and control. Except to the extent expressly modified herein, the terms of the Lease are hereby confirmed, adopted, and ratified by the parties and incorporated herein and the parties confirm the Lease remains in full force and effect as amended hereby.

LANDLORD:
SOUTH PLAZA ASSOCIATES, LTD

By: 
Name: Lawrence B. Levey
Title: Authorized Agent

TENANT:
GOLD'S OHIO, LLC


By: 
Name: Aaron Watkins
Title: CEO

Exhibit C
DESCRIPTION OF LANDLORD'S WORK

The following is a description of the construction, and limitations of same, which will be provided by Landlord and is herein referred to as "Landlord's Work" for the construction of a Gold's Gym 'Concept Club'

A. BUILDING ENCLOSURE

1. Space Intent. Tenant space to be free and clear of all ceilings, ductwork, conduits, wires, flooring, and interior partition walls. Sprinkler lines to be not more than 12" from the roof deck. All wires, hangers, associated straps, any and all miscellaneous equipment to be removed. Space to be free, clean, and clear to the four demising walls, roof deck, and floor except those items of conduits, wires, ductwork, hangers, straps, etc. as required to complete the Landlord's Work.
2. Structural Frame. The building shall be of steel or wood frame, reinforced concrete, or bearing wall construction designed in accordance with governing building codes.
3. Exterior Walls. The exterior wall assembly shall be of masonry or such other materials as selected by Landlord. Exterior walls at front interior of suite, if masonry, shall be finished with 5/8" gypsum wallboard on 1 1/2" z-studs and 1 1/2" rigid insulation, if frame, shall be insulated and clad with gypsum wallboard to the deck. Exterior walls at rear interior of Premises, if masonry, shall not be finished, if frame, shall be insulated and clad with gypsum wallboard to the deck. Minimum R-values shall be R-10 for all exterior walls unless a different higher value is required by local code.
4. Roof Membrane. The typical roof assembly type shall be as provided by Landlord, but less than six years old, water tight and leak free. Minimum R-values shall be R-20 unless a different higher value is required by local code.
5. Floor. ~~The interior of the Demised Premises will have a smooth, cured, level, clean concrete slab, free of adhesives, grout, thin set or any foreign substance. All old curbs, conduits, floor ducts, etc., shall be removed and patched to achieve required finish. The slab shall have a sealed concrete finish. Seal concrete floor with Presoco brand Consolideck® LSGuard. Install minimum of four coats per manufacturer's recommendations to achieve high gloss finish. Floor slabs not conforming to these requirements shall be replaced.~~ This work to be the responsibility of Tenant.
6. Exterior Service Door Assembly. Door frame(s) and door(s) shall be free of rust, 3' x 7' insulated hollow metal back door with a classroom function lock and weather-stripping installed to meet code. Hinges shall be 1 1/2" tamper proof butt hinges. Frames to be grouted solid and anchored into the wall. Anti-jimmy plates (2" x 1/8") shall be installed, full height of the door, welded to the door edge. Door location to not interfere with locker room locations and shall meet ADA requirements including required exterior egress path of travel.
7. Store Front Assembly. Storefront to be per lease agreement and approved plans. Storefront system to be 1 3/4" by 4 1/2" standard aluminum framing with 1" insulated glass. Glass areas to have masonry sill that shall match the shopping center design with drywall finish and plastic laminate sill at interior. Standard aluminum storefront shall include one (1) pair of 3' by 7' doors forming one 6' x 7' opening. Landlord to provide door closers, Schlage brand lockset, pull and push handles. All doors shall meet ADA requirements. Exterior path of travel to doors shall also meet ADA requirements.

B. INTERIOR FINISHES

1. Roof Deck. Landlord to remove all old conduits, wires, piping, abandoned ducts to provide a clean, clear, clutter free exposed roof deck. The roof deck shall be exposed joist girders and joists, prepared for paint finish utilizing a white primer/sealer, preventing rust and stains, if

any, from bleeding through. Roof deck shall be free of rust, abandoned mechanical chases, or any other abandoned vent access holes. Sprinkler heads to be free from paint/primer.

2. Walls. Demising Partitions between areas shall be of wood frame (3 1/2"), metal stud (3 5/8"), or masonry as selected by Landlord and shall be gypsum wallboard clad, taped, sanded and ready for paint. Demising wall assembly shall meet fire rating requirements, include sound insulation, and be constructed to the deck. If fire rated walls not required then the demise partitions are to be sealed to the floor and the deck.

C. HVAC/PLUMBING/ELECTRICAL/FIRE PROTECTION/LIFE SAFETY/OTHER

1. HVAC. Landlord shall install air conditioning unit(s) located on the roof sized ~~to~~ as follows: ~~(3) 12.5 ton per 250 square feet, starting with 3 tons of independent HVAC units, (1) 10.0 ton HVAC unit for each locker room, (1) 5.0 ton HVAC unit and (1) 3 ton HVAC unit.~~ Landlord shall ~~install~~ install two (2) roof mounted exhaust fans for locker rooms with 1935 and 650 CFM respectfully. HVAC equipment shall be gas heat. HVAC units shall ~~include~~ include the following installed equipment: ~~Humiditrol humidity control, economizer cycle, barometric relief dampers, power exhaust, electric disconnect, and 120 volt GFI duplex outlet. Units not equipped with smoke detectors shall be retrofitted to include detectors. Units to include a five year compressor warranty and a ten year heat exchanger warranty to include all parts and labor for one (1) year.~~ If reusing existing equipment, all existing ductwork and distribution lines to be removed. HVAC shall have concentric return and supply. HVAC units to be rooftop units unless otherwise authorized by Tenant. Split systems shall not be acceptable. Landlord will install new roof top units and exhaust fans in the locations requested and as sized by the Tenant as seen on Exhibit C-1.

~~All new units to be purchased from Lennox Industries utilizing Gold's Gym national account pricing. York Johnson Controls. An Equipment Operation Check shall be provided by Lennox at the completion of the project at landlord expense. For gym locations within five miles of an ocean coastline, corrosion protection package shall be installed. Landlord shall install units as designed by Tenant and supplied by Tenant supplier all warranties are per the agreement between tenant vendor and Tenant. Landlord will supply a list of equipment that Landlord is required to provide and install and Tenant shall formally sign off on this equipment list prior to order placement.~~

2. Water, Sewer & Gas. Landlord shall stub a minimum 3" sewer line and 2" water line to the Premises in a location per Tenant's plans. Landlord to provide meter or sub-meter for water usage. Natural gas, ~~if utilized,~~ shall be stubbed ~~into~~ into the space. Stub shall be large enough ~~to support a 60-gallon water heater~~ 3" as requested by Tenant, or sized as required by demand and TBD tons of HVAC heating provided by local utility company. Gas meter to be installed by Landlord provided Tenant supplies the information as required by the utility company. The Delivery Date for the utility work noted above is to be extended an additional 75 days past September 1, 2013.
3. Electricity. Landlord shall furnish a minimum ~~400~~ 800 amp, 120/208V, 3 phase, 4 wire, electrical service with a minimum ~~400~~ 800 amp ~~42-circuit-distribution~~ main lug panel and 100 amp subpanel with 30 circuits installed on the back wall of the lease space which shall be separately metered. Landlord shall install one 20 amp 120 volt dedicated sign circuit with wire & conduit from the distribution panel to a j-box located at the storefront for tenant signage. Penetration of the front wall and connection to and mounting of the tenants sign shall be provided by the tenant, All HVAC units to be wired to the panels with all required breakers installed. All panel locations to be coordinated with Gold's Gym architect. The Delivery Date for the utility work noted above is to be extended an additional 75 days past September 1, 2013.
4. Lighting. All interior lighting to be provided by tenant. Existing exterior lighting.

any, from bleeding through. Roof deck shall be free of rust, abandoned mechanical chases, or any other abandoned vent access holes. Sprinkler heads to be free from paint/primer.

2. Walls. Demising Partitions between areas shall be of wood frame (3 1/2"), metal stud (3 5/8"), or masonry as selected by Landlord and shall be gypsum wallboard clad, taped, sanded and ready for paint. Demising wall assembly shall meet fire rating requirements, include sound insulation, and be constructed to the deck. If fire rated walls not required then the demise partitions are to be sealed to the floor and the deck.

C. HVAC/PLUMBING/ELECTRICAL/FIRE PROTECTION/LIFE SAFETY/OTHER

1. HVAC. Landlord shall install air conditioning unit(s) located on the roof sized ~~to~~ as follows: ~~(3) 12.5 ton per 250 square feet, starting with 3 tons of independent HVAC units, (1) 10.0 ton HVAC unit for each locker room, (1) 5.0 ton HVAC unit and (1) 3 ton HVAC unit.~~ Landlord shall ~~install~~ install two (2) roof mounted exhaust fans for locker rooms with 1935 and 650 CFM respectively. HVAC equipment shall be gas heat. HVAC units shall ~~include~~ include the following installed equipment: ~~Humiditrol humidity control, economizer cycle, barometric relief dampers, power exhaust, electric disconnect, and 120 volt GFI duplex outlet.~~ Units not equipped with smoke detectors shall be retrofitted to include detectors. Units to include a five year compressor warranty and a ten year heat exchanger warranty to include all parts and labor ~~for one (1) year.~~ If reusing existing equipment, all existing ductwork and distribution lines to be removed. HVAC shall have concentric return and supply. HVAC units to be rooftop units unless otherwise authorized by Tenant. Split systems shall not be acceptable. Landlord will install new roof top units and exhaust fans in the locations requested and as sized by the Tenant as seen on Exhibit C-1.

All new units to be purchased from Lennox Industries utilizing Gold's Gym national account pricing. York Johnson Controls. An Equipment Operation Check shall be provided by Lennox at the completion of the project at landlord expense. For gym locations within five miles of an ocean coastline, corrosion protection package shall be installed. Landlord shall install units as designed by Tenant and supplied by Tenant supplier all warranties are per the agreement between tenant vendor and Tenant. Landlord will supply a list of equipment that Landlord is required to provide and install and Tenant shall formally sign off on this equipment list prior to order placement.

2. Water, Sewer & Gas. Landlord shall stub a minimum 3" sewer line and 2" water line to the Premises in a location per Tenant's plans. Landlord to provide meter or sub-meter for water usage. Natural gas, ~~if utilized,~~ shall be stubbed ~~into~~ into the space. Stub shall be large enough ~~to support a 60-gallon water heater~~ 3" as requested by Tenant, or sized as required by demand and TBD tons of HVAC heating provided by local utility company. Gas meter to be installed by Landlord provided Tenant supplies the information as required by the utility company. The Delivery Date for the utility work noted above is to be extended an additional 75 days past September 1, 2013.
3. Electricity. Landlord shall furnish a minimum ~~400~~ 800 amp, 120/208V, 3 phase, 4 wire, electrical service with a minimum ~~400~~ 800 amp ~~42-circuit-distribution~~ main lug panel and 100 amp subpanel with 30 circuits installed on the back wall of the lease space which shall be separately metered. Landlord shall install one 20 amp 120 volt dedicated sign circuit with wire & conduit from the distribution panel to a j-box located at the storefront for tenant signage. Penetration of the front wall and connection to and mounting of the tenants sign shall be provided by the tenant, All HVAC units to be wired to the panels with all required breakers installed. All panel locations to be coordinated with Gold's Gym architect. The Delivery Date for the utility work noted above is to be extended an additional 75 days past September 1, 2013.
4. Lighting. All interior lighting to be provided by tenant. Existing exterior lighting.

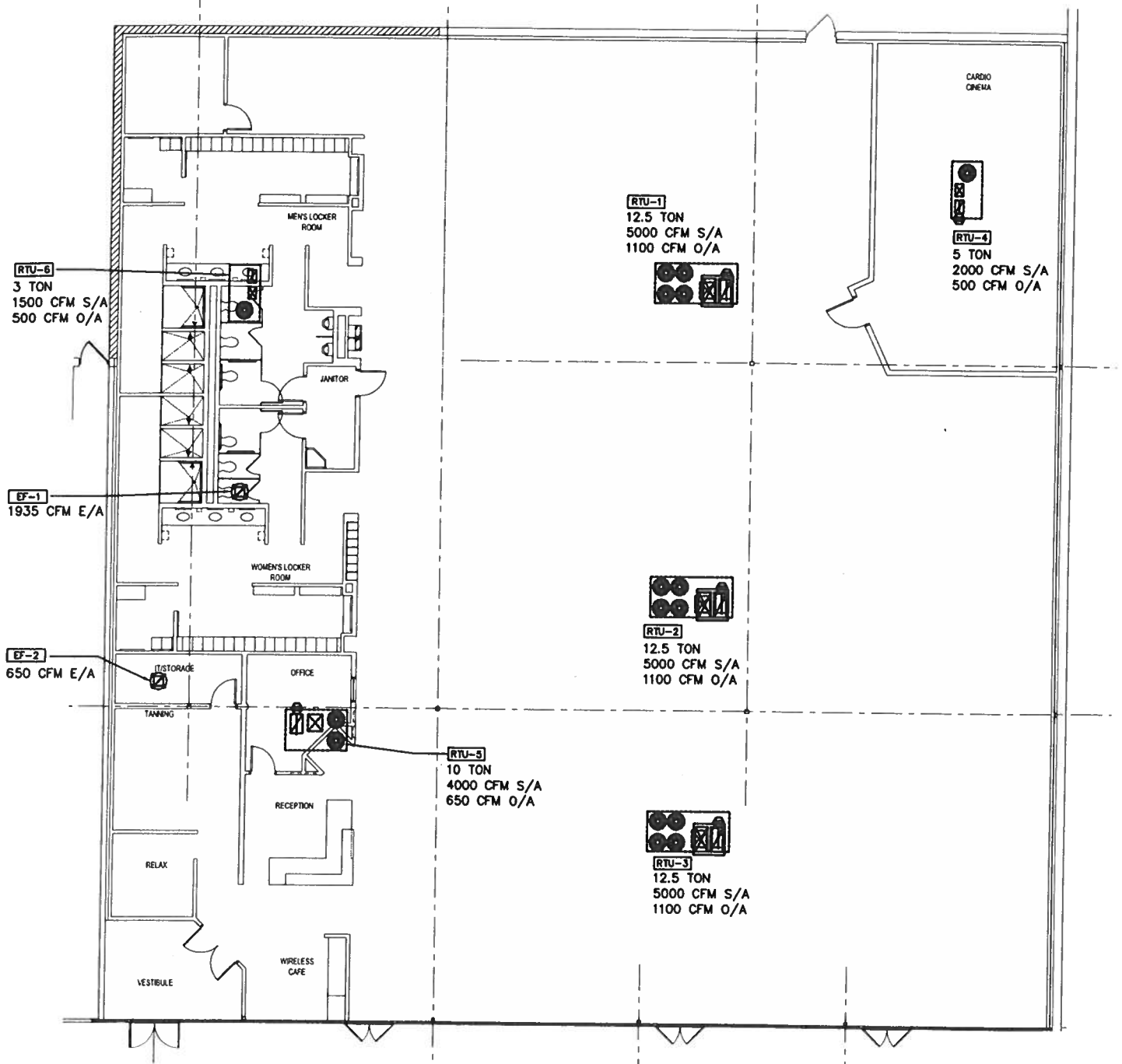
5. Telephone. Telephone service provided by the local telephone company shall be brought to the building telephone demarcation. A 1 1/2" conduit with pull wire shall run from the demarc to the demised premises at a location designated by Gold's Gym architect. Pulling and termination of all tenant lines and services shall be contracted by the tenant.
6. Sprinkler System. Landlord shall provide a fire sprinkler system in accordance with local building code throughout the Premises as defined by designated land use/zoning code requirements. Sprinkler heads will be mounted at roof deck per code. Existing systems branch of trunk lines to be relocated to roof deck to accommodate open ceiling plan.
7. Life Safety. Landlord shall provide a master Life Safety System to meet minimum Code requirements allowing 1 horn/strobe per locker room and manager's office and 4 horns/strobes for main workout floor. 12 station panel shall be included as required. Connect HVAC smoke detectors as required by code. Landlord to provide exit signs at each exit point from the space.
8. Data Requirements. Landlord shall provide T1 class of service for data (dedicated internet access) capability from local phone provider on site with confirmation of qualified copper (minimum 12 pairs) to the premises.
9. Cable/Satellite Requirements. ~~Premises shall be served by high definition cable service from a major cable service provider (EG: Comcast, Cablevision, etc.) Existing~~ No longer used.

Tenant shall reimburse the Landlord for the additional design, fees, materials and work changes noted in the items above and requested by the Tenant. Tenant acknowledges the HVAC gas and electrical capacity that Landlord is required to install in accordance with this Exhibit has been determined by Tenant. Any issues with capacity of the system rest with the Tenant.

D. EXTERIOR WORK

1. Exterior Work. Landlord shall perform all exterior work modifications, such as landscaping, sidewalks, curbs, irrigation, accessibility, repaving, striping, exterior building finishes, etc.
2. Combine the two units (430 and 432), and add GLA squaring off the combined unit to create 115' x 120' box.

EXHIBIT C-1



HVAC FLOOR PLAN



SECOND AMENDMENT TO SHOPPING CENTER LEASE

THIS SECOND AMENDMENT TO SHOPPING CENTER LEASE ("*Amendment*") is made this 28 day of February, 2019 by and between SOUTH PLAZA ASSOCIATES LLC, a Delaware limited liability company ("*Landlord*"), as successor to South Plaza Associates, LTD, an Ohio limited partnership, and GOLD'S OHIO, LLC, a Delaware limited liability company ("*Tenant*").

RECITALS

A. South Plaza Associates, LTD, and Tenant are the named parties to that certain Shopping Center Lease dated February 19, 2013 (the "*Original Lease*") for the premises more commonly known at 426 E. Waterloo Road, Akron, OH 44301, and as defined in the Original Lease (the "*Premises*").

B. South Plaza Associates, LTD, and Tenant entered into that certain First Amendment to Shopping Center Lease dated June 14, 2013 (the "*First Amendment*").

C. South Plaza Associates, LTD, assigned all its right, title and interest in and to the Lease to Landlord by Assignment and Assumption of Leases dated February 26, 2014.

D. The Original Lease, as so amended and assigned as set forth in these Recitals, is herein referred to as the "*Lease*".

E. The initial term of the Lease will expire on July 31, 2024. Tenant is currently entitled to four (4) additional options to extend the term of the Lease for five (5) years each.

F. Landlord and Tenant desire to amend the Lease as set forth herein.

AGREEMENT

In consideration of the Recitals, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree and acknowledge as follows:

1. Capitalized Terms: Capitalized terms not otherwise defined herein shall have the meaning specified in the Lease.
2. Reaffirmation of Lease Term and Termination Date: The current term of the Lease shall expire on July 31, 2024 ("*Termination Date*").
3. Extension Options: Tenant has agreed to waive its right to extend the Term of the Lease as originally provided in Section 12.27 of the Lease. Notwithstanding anything to the contrary provided in Section 12.27 of the Lease, Tenant hereby forfeits its right to exercise the four (4) remaining five (5) year options originally provided in Section 12.27 of the Lease. Section 12.27 of the Lease shall be deleted in its entirety and replaced with the following:

"Section 12.27 **No Further Renewal Options**: Notwithstanding anything to the contrary contained in the Lease, Tenant shall have no further renewal and/or extension options under the Lease. The Lease will terminate on July 31, 2024."

4. **Reaffirmation of Consent to Assignment:** Landlord hereby acknowledges that Tenant shall assign the Lease to AD FITNESS, LLC, doing business as World Gym ("***Assignee***"), and does hereby reaffirm its consent to Tenant's assignment of Lease to Assignee. Notwithstanding the foregoing, nothing contained herein shall be deemed to increase, diminish or otherwise alter Landlord's consent or approval rights under the Lease.
5. **Concurrent Termination of Guaranty:** Pursuant to that certain Guaranty made a part of the Original Lease (the "***Guaranty***"), Gold's Gym International, Inc. agreed to guarantee the obligations of the Tenant under the Lease. The term of the Guaranty shall expire concurrently with the Lease on the Termination Date referenced above in Section 2 of this Amendment.
6. **Notice:** Notwithstanding anything to the contrary contained in the Lease, with respect to Tenant, all notices and demands required or permitted in the Lease shall be in writing and sent in accordance with the notice provisions of the Lease to the following address:

Gold's Gym
4001 Maple Avenue, Suite 200
Dallas, TX 75219
Attn: Real Estate
With a copy to: Cliff.Fielden@goldsgym.com
7. **Ratification:** The Lease, as amended by this Amendment, is hereby ratified in all respects.
8. **Full Force and Effect:** Except as expressly modified in this Amendment, the provisions of the Lease remain in full force and effect, it being expressly understood and agreed that this Amendment shall not operate as a modification of any terms of the Lease other than in respect to the modification of those terms referenced herein.
9. **Binding Effect:** The terms and provisions of this Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
10. **Inconsistencies:** Any inconsistencies between this Amendment and the Lease shall be resolved in favor of this Amendment.
11. **Counterparts:** This Amendment may be executed in two or more counterparts, all of which shall have the same force and effect as if all parties had executed a single original document. Further, the parties acknowledge and agree that signatures hereto may be sent via facsimile or email transmission in portable document format (pdf) and same shall be deemed originals and have the same force and effect as if it were an original.

*[Signature Page Follows]
[Remainder of Page Intentionally Left Blank]*

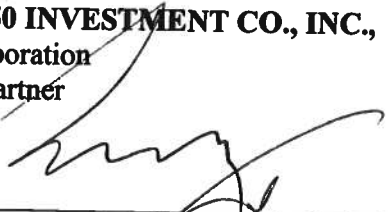
IN WITNESS AND AGREEMENT HEREOF, the undersigned parties, by their respective authorized officer or agent, affix their hands and seals as the date first above-written.

"LANDLORD"

SOUTH PLAZA ASSOCIATES LLC
a Delaware limited liability company

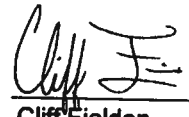
By: SOUTH PLAZA ASSOCIATES, LTD.,
an Ohio limited partnership,
its sole member

By: THE 150 INVESTMENT CO., INC.,
an Ohio corporation
its general partner

By: 
Name: Laurence B. Levey
Title: President

"TENANT"

GOLD'S OHIO, LLC

By: 
Name: Cliff Fielden
Title: Senior Director, Real Estate

CONSENT, RELEASE AND ESTOPPEL



Gold's Ohio, LLC
4001 Maple Avenue, Suite 200
Dallas, Texas 75219

Re: **Shopping Center Lease** dated February 19, 2013, as amended ("**Lease**") by and between SOUTH PLAZA ASSOCIATES LLC, a Delaware limited liability company ("**Landlord**"), as successor to South Plaza Associates, LTD, an Ohio limited partnership, and GOLD'S OHIO, LLC, a Delaware limited liability company ("**Tenant**"), covering approximately 13,800 square feet located at 426 E. Waterloo Road, Akron, OH 44301 (the "**Premises**").

Dear Tenant,

Landlord is the successor of the named Landlord under the Lease, and is vested with fee simple title to the Premises. GOLD'S GYM INTERNATIONAL, INC., a Delaware corporation (the "**Guarantor**"), is the guarantor of Tenant's obligations and liabilities under the Lease pursuant to that certain Guaranty dated February 20, 2013 (the "**Guaranty**"). Landlord understands that pursuant to an Assignment and Assumption Agreement (the "**Assignment and Assumption Agreement**") between Tenant and AD FITNESS, LLC, doing business as World Gym ("**Assignee**"), Tenant will assign its interests in the Lease to Assignee (the "**Assignment**"). The Assignment is expected to close on or before March 1, 2019 (the actual date of closing being the "**Closing Date**").

As an inducement to Tenant to assign the Lease to Assignee and as condition-precedent to Landlord's agreement to execute and deliver its consent hereto in accordance herewith, Dave Andras (collectively, the "**Additional Guarantor**") has agreed to personally guaranty all of Assignee's duties, liabilities and obligations under the Lease from and after the "**Closing Date**" (as defined herein) pursuant to, and in accordance with the terms of that certain "Additional Guaranty" attached hereto and incorporated herein by reference as Exhibit "A" (the "**Additional Guaranty**").

Landlord (i) consents to the Assignment, the use of the trade name "World Gym" at the Premises, and the operation of a World Gym fitness club at the Premises and waives any required notice of assignment under the Lease; (ii) releases Tenant and Guarantor from any obligations or liability under the Lease and the Guaranty, including without limitation, liability for the payment of rent and for the due performance of all the terms, covenants and conditions of Tenant pursuant to the Lease arising or accruing from and after July 31, 2024 (the "**Lease Expiration Date**"), except for the indemnity obligations under Section 12.4 for matters prior to the Lease Expiration Date, which shall survive the Lease Expiration Date; and (iii) agrees that Tenant and Assignee shall be jointly and severally responsible for the obligations, liabilities, terms, covenants and conditions under the Lease arising or accruing from and after the Closing Date until the Lease Expiration Date and that Assignee only, and not Tenant, shall be responsible for the obligations, liabilities, terms, covenants and conditions under the Lease arising or accruing from and after the Lease Expiration Date, except for (i) the indemnity obligations under Section 12.4 for matters prior to the Lease Expiration Date, which shall survive the Lease Expiration Date; and (ii) any uncured defaults under the Lease accruing prior to the Lease Expiration Date. Landlord's consent to the

Assignment will not constitute a waiver of Landlord's consent rights under the Lease as to any subsequent assignment, sublease or other transfer of Tenant's interest in the Lease by Assignee.

1. Landlord certifies to Assignee as follows as of the date hereof:

(a) The Lease (i) has not been modified, amended or otherwise altered, (ii) is in full force and effect, and (iii) constitutes the entire agreement between Landlord and Tenant.

(b) Assignment of the Lease and Landlord's consent to the Assignment of Lease requires approval from Landlord's lender, which has been received, and there are no easements, restrictions, or other burdens affecting the Premises which will materially and adversely affect Tenant's ability to operate the Premises for the permitted use which are contained in any recorded document or unrecorded agreement between Landlord and any third party.

(c) The term of the Lease commenced on January 30, 2014, and the current term expires on July 31, 2024. Tenant has no further renewal and/or extension options under the Lease. The Lease will terminate on July 31, 2024 in accordance with the terms of the Lease.

(c) Subject to reconciliation, the monthly installments due under the Lease for April 2019 are:

Base or minimum monthly rent:	\$10,925.00
Common area maintenance costs or operating expenses:	\$2,041.69
Insurance costs:	\$206.88
Real estate taxes:	\$2,015.77

Tenant's pro rata share for computing the monthly costs are set forth below ("Monthly Costs") is as follows:

Common area maintenance or operating expenses:	8.25%
Insurance costs:	8.25%
Real estate taxes:	8.25%

No other payments are currently due from Tenant to Landlord under the Lease.

(d) Base Rent and Monthly Costs are (i) paid and up to date through and including March 31, 2019, and (ii) have not been paid more than one month in advance.

(e) A security deposit in the amount of \$0.00 is presently held by Landlord. All interest in the security deposit will transfer to Assignee from Tenant. There are no other deposits under the Lease.

(f) Tenant is currently occupying and conducting business in the Premises. Neither Tenant nor Landlord is in default under the Lease, and, to Landlord's knowledge, no event has occurred which, with the passage of time beyond any applicable cure or grace period would become or result in a default under the Lease. Landlord has, and knows of, without inquiry, no current claims or counter claims against Tenant arising under the Lease.

(g) Landlord acknowledges that the provisions of Section 4.7 of the Lease, which provide certain rights of exclusivity to Tenant in the Shopping Center, are in full force and effect for the benefit of Assignee.

(h) Assignee's use of the Premises for a Permitted Use as defined under the Lease will not, to Landlord's knowledge, violate the terms of any of the Permitted Use listed in the Lease.

2. Notwithstanding anything contained herein to the contrary, Landlord's consent is contingent upon each and every of the following:

(i) Receipt by Landlord from Assignee of an insurance certificate evidencing such policies of insurance as are required under the Lease;

(ii) Receipt by Landlord of an executed Assignment and Assumption Agreement;

(iii) Receipt by Landlord of satisfactory evidence of the valid existence of the Assignee;

(iv) By signing below, Assignee agrees with and represents and warrants to Landlord that Assignee has read all of the terms and conditions of the Lease, and that the Assignee does hereby agree to be bound by and comply with all of the terms, covenants, conditions and provisions of the Lease as if Assignee had originally executed the Lease;

(v) By signing below, Assignee agrees that it has inspected the Premises covered by the Lease and is taking same, together with all fixtures, improvements and personal property on or about the Premises, in "As-Is Where-Is Condition with All Faults", except for Landlord's ongoing obligations under the Lease.

3. The person signing the Consent, Release and Estoppel on behalf of Landlord is a duly authorized agent of Landlord and is fully authorized and empowered to execute this Consent, Release and Estoppel on behalf of Landlord.

4. This Consent, Release and Estoppel may be executed in two or more counterparts, all of which shall have the same force and effect as if all parties had executed a single original document. Further, the parties acknowledge and agree that signatures hereto may be sent via facsimile or email transmission in portable document format (pdf) and same shall be deemed originals and have the same force and effect as if it were an original.

[Signature Page to Immediately Follow]

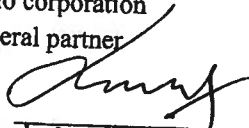
The undersigned acknowledges that Assignee is relying upon the truth and accuracy of the statements and certifications contained herein in evaluating and completing the Assignment.

Very truly yours,

SOUTH PLAZA ASSOCIATES LLC
a Delaware limited liability company

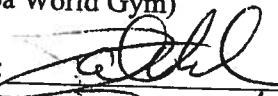
By: **SOUTH PLAZA ASSOCIATES, LTD.**,
an Ohio limited partnership,
its sole member

By: **THE 150 INVESTMENT CO., INC.**,
an Ohio corporation
its general partner

By: 
Name: Laurence B. Levey
Title: President

Acknowledged by:

AD FITNESS, LLC
an Ohio limited liability company
(dba World Gym)

By: 
Name: DAVID AUDRAS
Title: OWNER

"ASSIGNEE"

GOLD'S OHIO, LLC
a Delaware limited liability company

By: 
Name: Cliff Fielden
Title: Senior Director, Real Estate

"TENANT"

GOLD'S GYM INTERNATIONAL, INC.
a Delaware corporation

By: 
Name: Cliff Fielden
Title: Senior Director, Real Estate

"GUARANTOR"

EXHIBIT "A"
Additional Guaranty

In consideration of, and as a material inducement to **SOUTH PLAZA ASSOCIATES LLC** a Delaware limited liability company ("**Landlord**") providing to **GOLD'S OHIO, LLC**, a Delaware limited liability company ("**Tenant**") simultaneously herewith, its consent to that certain Assignment and Assumption of Lease dated February 28, 2019 (the "**Assignment**") by and between Tenant as "Assignor" thereunder and **AD FITNESS, LLC**, an Ohio limited liability company (doing business as World Gym) as the "Assignee" thereunder with regard to the "**Lease**" (as defined in the Assignment), and in reliance upon this Additional Guaranty (referred to hereinafter as the "**Guaranty**"), the undersigned, **DAVID ANDRAS** (the "**Guarantor**"), hereby personally, unconditionally and absolutely guarantee unto Landlord, its successors and assigns, the full, prompt and complete payment by AD Fitness, LLC, as the Tenant under the Lease as assigned by the Assignment (and any assignee and/or successor of AD Fitness, LLC under the Lease) of all "**Minimum Annual Rent**" (as those terms are defined in the Lease), and any and all other sums and damages as provided in the Lease and the prompt, faithful and complete performance and observance by Tenant of all of the terms, covenants and conditions of the Lease on the Tenant's part to be performed and/or observed, both monetary and non-monetary. The Lease and Assignment are incorporated herein by reference. Any terms which are not defined herein shall be as defined in the Lease or the Assignment, as applicable.

Guarantor hereby expressly acknowledges and affirms that, notwithstanding anything contained herein to the contrary, this Guaranty shall remain in full force and effect and shall be effective as to any and all extension(s) and any renewal(s) of the lease "**Term**" (as defined in the Lease), as applicable.

This Guaranty is independent of and in addition to any security or other remedies which Landlord has or may have for the performance of any of the obligations on the part of Tenant; and Guarantor agrees that Landlord shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty, but that Landlord may proceed hereunder against Guarantor at any time it sees fit, independently of or concurrently with any other remedies it may have. This Guaranty is of a continuing nature and shall survive the natural expiration or earlier termination of the Lease.

This Guaranty shall be binding upon the undersigned, the undersigned's successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns, and to the benefit of any successors to the interest of Landlord under the Lease and/or the "**Shopping Center**" (as defined in the Lease) in which the Premises demised under the Lease are situated.

This Guaranty is intended to be an instrument executed under seal, subject to the statute of limitations in Ohio applicable to instruments under seal.

The terms, covenants, conditions and obligations contained in this Guaranty may not be waived, changed, modified, discharged, or abandoned, except by agreement in writing, signed by the party or parties against whom enforcement of any waiver, change, modification, discharge or abandonment is sought.

If any term or provision of this Guaranty or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, covenants and conditions of this Guaranty, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Guaranty shall be valid and enforced to the fullest extent permitted by law. Time is of the essence with respect to each and every duty, condition and/or obligation to be performed or observed by Guarantor hereunder.

Guarantor expressly acknowledges and affirms that this Guaranty and the obligations created hereby are for commercial purposes and that the Fair Debt Collection Practice Act does not apply.

All notices or other communications to be provided pursuant to this Guaranty, if any, shall be in writing and shall be deemed to be properly served if sent by certified mail, return receipt requested, postage prepaid or overnight delivery via nationally recognized overnight courier service (for example, FedEx): (i) if to Landlord:

South Plaza Associates LLC
1585 Frederick Boulevard
Akron, OH 44320

or to any other address designated from time to time in writing by the Landlord, and (ii) if to Guarantor:

AD Fitness, LLC dba World Gym
5248 Cobblestone Rd
Sheffield, OH 44054

All notices or other communications to be provided pursuant to this Guaranty, if any, which are sent via nationally recognized overnight courier service shall be deemed effective upon the next business day and any notices or other communications to be provided pursuant to this Guaranty which are sent via certified mail, return receipt requested, postage prepaid shall be deemed effective two (2) business days following the date upon which they are mailed.

WAIVER OF JURY TRIAL. TO INDUCE LANDLORD TO PROVIDE ITS CONSENT TO THE ASSIGNMENT, GUARANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY ON ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND GUARANTOR OR ITS SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES, AND HEIRS UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY OF ITS PROVISIONS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GUARANTOR AND GUARANTOR ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER ACKNOWLEDGES THAT GUARANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS GUARANTY INCLUDING THIS JURY TRIAL WAIVER WITH LEGAL COUNSEL PRIOR TO EXECUTING SAME.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty under seal as of the 28th day of February, 2019.

GUARANTOR:

DAVID ANDRAS

Sign:  (Seal)

SSN: 281-88-3432

Address: 36248 Atlantic Ave, N. Ridgeville, OH 44039

TENANT ESTOPPEL CERTIFICATE

DATE: February 28, 2019

TO: SOUTH PLAZA ASSOCIATES, LTD

RE: Shopping Center Lease dated February 19, 2013, as amended ("Lease") by and between SOUTH PLAZA ASSOCIATES, LTD, an Ohio limited partnership ("Landlord"), and GOLD'S OHIO, LLC, a Delaware limited liability company ("Tenant"), covering approximately 13,800 square feet located at 426 E. Waterloo Road, Akron, OH 44301 (the "Premises"). GOLD'S GYM INTERNATIONAL, INC., a Delaware corporation (the "Guarantor"), is the guarantor of Tenant's obligations and liabilities under the Lease pursuant to that certain Guaranty dated February 20, 2013 (the "Guaranty").

The undersigned hereby certifies the following as of the date set forth below:

1. Tenant is currently in possession of the Premises, and the Lease is in full force and effect and. As used herein, the term "Lease" shall be deemed to include any and all such modifications, supplements and amendments.
2. The Lease is the only lease agreement between Tenant and Landlord covering the Premises.
3. The term of the Lease commenced on January 30, 2014, and the current term expires on July 31, 2024. Tenant has no further renewal and/or extension options under the Lease. The Lease will terminate on July 31, 2024 in accordance with the terms of the Lease. The Lease does not contain, and Tenant does not have, any outstanding options or rights of first refusal to purchase the Premises.
4. Tenant has paid a Security Deposit to the Landlord in the amount of \$0.00
5. As of the date of this Tenant Estoppel Certificate, Tenant is currently obligated to pay Minimum Monthly rent in the amount of \$10,925.00.
6. The current Minimum Monthly rent or Base Rent paid by the Tenant for the Premises pursuant to the terms of the Lease has been paid through March 31, 2019. No rent is past due, and no rent or other sums payable under the Lease have been paid for more than one (1) month in advance of the due date(s) thereof.
7. To Tenant's actual knowledge, all conditions and agreements under the Lease to be satisfied or performed by Landlord have been so satisfied or performed.

8. To Tenant's actual knowledge, there are no existing defaults under the Lease by Tenant or Landlord, and no event or state of facts exist which, together with notice to Tenant or Landlord (as the case may be) or the passage of time, or both, would give rise to a default of Landlord or Tenant under the Lease

9. Subject to any Common Area Maintenance/Operating Cost audits and/or reconciliation to which Tenant may be entitled under the Lease, Tenant does not know of any existing right of offset or defense against any Rent or other monies due or to become due under the Lease.

10. The addresses for notice to Tenant under the Lease are as follows:

Gold's Texas Holdings Group, Inc.
4001 Maple Avenue, Suite 200
Dallas, Texas 75219
Attention: Real Estate

11. This Tenant Estoppel Certificate may be relied upon by SOUTH PLAZA ASSOCIATES, LTD, and any of its lenders or purchasers, as to the representations and warranties of the information contained herein, as of the date set forth below.

12. The person executing this certificate is a duly authorized representative of Tenant. The parties acknowledge and agree that signatures hereto may be sent via facsimile or electronic mail and shall be deemed originals.

[Signature Page to Immediately Follow]

[Remainder of Page Intentionally Left Blank]

This certificate has been executed this 28th day of February 2019.

TENANT:

GOLD'S OHIO, LLC

By: 

Name: Cliff Fielden

Title: Senior Director, Real Estate

GUARANTOR:

GOLD'S GYM INTERNATIONAL, INC

By: 

Name: Cliff Fielden

Title: Senior Director, Real Estate

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of March 1, 2019, by and between GOLD'S OHIO, LLC, a Delaware limited liability company ("Assignor"), and AD FITNESS, LLC, an Ohio limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated February 7, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer that certain Shopping Center Lease dated February 19, 2013 (as amended, the "Lease"), by and between Assignor, as tenant, and South Plaza Associates, LTD ("Landlord"), with respect to the property located at 426 E. Waterloo Road, Akron, OH 44301.

NOW, THEREFORE, in consideration of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally and equitably bound, do hereby agree as follows:

1. **Assignment and Assumption of Lease.**

(a) Assignor hereby assigns, transfers and conveys to Assignee, free and clear of all liens, security interests, prior assignments and other encumbrances (other than any applicable landlord's lien), all of Assignor's right, title and interest, as the tenant, in and to the Lease to have and to hold the same unto Assignee, its successors and assigns, forever, from and after the date hereof, subject to the terms, covenants, conditions and provisions of the Lease.

(b) Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the obligations of Assignor under the Lease, accruing on or after the date hereof.

2. **Miscellaneous.**

(a) This Assignment may be executed in two or more counterparts, all of which shall have the same force and effect as if all parties had executed a single original document. Further, the parties acknowledge and agree that signatures hereto may be sent via facsimile or email transmission in portable document format (pdf) and same shall be deemed originals and have the same force and effect as if it were an original.

(b) This Assignment is made without any covenant, warranty or representation by Assignor except as otherwise provided in this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Assignment has been executed on the date and year First above written.

ASSIGNOR:

GOLD'S OHIO, LLC

By: 

Name: Brandon Bean

Title: President & CEO

ASSIGNEE:

AD FITNESS, LLC

By: 

Name: David Andras

Title: Owner

Attachment 3 - Ledger Exhibit C.pdf

Description -

Receivable Detail

DB Caption: **Live** LRC Realty Inc. Tenant: t0000206 Status: Current, Past, Future Month From: 01/2020 To 08/2020 [With DBA Name]

EXHIBIT
C

Property	Customer	Tenant	Control #	Transaction Date	Post Month	Charge Code	Charges	Receipts	Balance	Notes
South Plaza Associates LLC (spallic)										
World Gym (t0000206)										
spallic		AD Fitness, LLC				Balance Forward	0	0	83,161.34	Balance Forward
spallic		AD Fitness, LLC	C-63664	01/01/2020	01/2020	CAM Estimate (CAM)	2,041.69	0.00	85,203.03	CAM Estimate (01/2020)
spallic		AD Fitness, LLC	C-63665	01/01/2020	01/2020	Insurance Estimate (INS)	206.88	0.00	85,409.91	Insurance Estimate (01/2020)
spallic		AD Fitness, LLC	C-63666	01/01/2020	01/2020	Real Estate Tax (RET)	2,015.77	0.00	87,425.68	Real Estate Tax (01/2020)
spallic		AD Fitness, LLC	C-63667	01/01/2020	01/2020	Base Rent (RNT)	10,925.00	0.00	98,350.68	Base Rent (01/2020)
spallic		AD Fitness, LLC	R-36919	01/06/2020	01/2020		0.00	-15,000.00	83,350.68	
spallic		AD Fitness, LLC	R-36977	01/15/2020	01/2020		0.00	-25,000.00	58,350.68	
spallic		AD Fitness, LLC	C-64809	01/28/2020	01/2020	Late Charges (LATEFEE)	2,917.53	0.00	61,268.21	Late Fees -5% of Balance Jan 15
spallic		AD Fitness, LLC	C-64672	02/01/2020	02/2020	CAM Estimate (CAM)	2,041.69	0.00	63,309.90	CAM Estimate (02/2020)
spallic		AD Fitness, LLC	C-64673	02/01/2020	02/2020	Insurance Estimate (INS)	206.88	0.00	63,516.78	Insurance Estimate (02/2020)
spallic		AD Fitness, LLC	C-64674	02/01/2020	02/2020	Real Estate Tax (RET)	2,015.77	0.00	65,532.55	Real Estate Tax (02/2020)
spallic		AD Fitness, LLC	C-64675	02/01/2020	02/2020	Base Rent (RNT)	10,925.00	0.00	76,457.55	Base Rent (02/2020)
spallic		AD Fitness, LLC	R-37568	02/10/2020	02/2020		0.00	-15,000.00	61,457.55	
spallic		AD Fitness, LLC	C-64962	02/18/2020	02/2020	Late Charges (LATEFEE)	3,072.87	0.00	64,530.42	Late Fee-5% of balance 2/10/20
spallic		AD Fitness, LLC	C-65623	03/01/2020	03/2020	CAM Estimate (CAM)	2,041.69	0.00	66,572.11	CAM Estimate (03/2020)
spallic		AD Fitness, LLC	C-65624	03/01/2020	03/2020	Insurance Estimate (INS)	206.88	0.00	66,778.99	Insurance Estimate (03/2020)
spallic		AD Fitness, LLC	C-65625	03/01/2020	03/2020	Real Estate Tax (RET)	2,015.77	0.00	68,794.76	Real Estate Tax (03/2020)
spallic		AD Fitness, LLC	C-65626	03/01/2020	03/2020	Base Rent (RNT)	10,925.00	0.00	79,719.76	Base Rent (03/2020)
spallic		AD Fitness, LLC	C-65990	03/19/2020	03/2020	Water/Sewage (WATSEW)	182.17	0.00	79,901.93	Water/Sewer 08/28/19 thru 9/30/19
spallic		AD Fitness, LLC	C-66646	04/01/2020	04/2020	CAM Estimate (CAM)	2,041.69	0.00	81,943.62	CAM Estimate (04/2020)
spallic		AD Fitness, LLC	C-66647	04/01/2020	04/2020	Insurance Estimate (INS)	206.88	0.00	82,150.50	Insurance Estimate (04/2020)
spallic		AD Fitness, LLC	C-66648	04/01/2020	04/2020	Real Estate Tax (RET)	2,015.77	0.00	84,166.27	Real Estate Tax (04/2020)
spallic		AD Fitness, LLC	C-66649	04/01/2020	04/2020	Base Rent (RNT)	10,925.00	0.00	95,091.27	Base Rent (04/2020)
spallic		AD Fitness, LLC	C-66954	04/13/2020	04/2020	Water/Sewage (WATSEW)	6.31	0.00	95,097.58	Water/Sewer 11/06/19 thru 12/03/19
spallic		AD Fitness, LLC	C-66966	04/13/2020	04/2020	Water/Sewage (WATSEW)	0.71	0.00	95,098.29	Water/Sewer 12/3/19 thru 1/03/20
spallic		AD Fitness, LLC	C-67006	04/15/2020	04/2020	Water/Sewage (WATSEW)	0.74	0.00	95,099.03	Wate/Sewer 1/3/20 thru 2/5/20
spallic		AD Fitness, LLC	C-67073	04/20/2020	04/2020	Water/Sewage (WATSEW)	2.14	0.00	95,101.17	Water/Sewer 2/05/20 thru 3/05/20

Receivable Detail

DB Caption: **Live** LRC Realty Inc. Tenant: t0000206 Status: Current, Past, Future Month From: 01/2020 To 08/2020 [With DBA Name]

Property	Customer	Tenant	Control #	Transaction Date	Post Month	Charge Code	Charges	Receipts	Balance	Notes
spallc		AD Fitness, LLC	C-67737	05/01/2020	05/2020	CAM Estimate (CAM)	2,041.69	0.00	97,142.86	CAM Estimate (05/2020)
spallc		AD Fitness, LLC	C-67738	05/01/2020	05/2020	Insurance Estimate (INS)	206.88	0.00	97,349.74	Insurance Estimate (05/2020)
spallc		AD Fitness, LLC	C-67739	05/01/2020	05/2020	Real Estate Tax (RET)	2,015.77	0.00	99,365.51	Real Estate Tax (05/2020)
spallc		AD Fitness, LLC	C-67740	05/01/2020	05/2020	Base Rent (RNT)	10,925.00	0.00	110,290.51	Base Rent (05/2020)
spallc		AD Fitness, LLC	R-39106	05/26/2020	05/2020		0.00	-8,000.00	102,290.51	
spallc		AD Fitness, LLC	C-68679	06/01/2020	06/2020	CAM Estimate (CAM)	2,041.69	0.00	104,332.20	CAM Estimate (06/2020)
spallc		AD Fitness, LLC	C-68680	06/01/2020	06/2020	Insurance Estimate (INS)	206.88	0.00	104,539.08	Insurance Estimate (06/2020)
spallc		AD Fitness, LLC	C-68681	06/01/2020	06/2020	Real Estate Tax (RET)	2,015.77	0.00	106,554.85	Real Estate Tax (06/2020)
spallc		AD Fitness, LLC	C-68682	06/01/2020	06/2020	Base Rent (RNT)	10,925.00	0.00	117,479.85	Base Rent (06/2020)
spallc		AD Fitness, LLC	R-39510	06/12/2020	06/2020		0.00	-8,000.00	109,479.85	
spallc		AD Fitness, LLC	C-69653	07/01/2020	07/2020	CAM Estimate (CAM)	2,041.69	0.00	111,521.54	CAM Estimate (07/2020)
spallc		AD Fitness, LLC	C-69654	07/01/2020	07/2020	Insurance Estimate (INS)	206.88	0.00	111,728.42	Insurance Estimate (07/2020)
spallc		AD Fitness, LLC	C-69655	07/01/2020	07/2020	Real Estate Tax (RET)	2,015.77	0.00	113,744.19	Real Estate Tax (07/2020)
spallc		AD Fitness, LLC	C-69656	07/01/2020	07/2020	Base Rent (RNT)	10,925.00	0.00	124,669.19	Base Rent (07/2020)
spallc		AD Fitness, LLC	R-39985	07/06/2020	07/2020		0.00	-8,500.00	116,169.19	
spallc		AD Fitness, LLC	C-70611	08/01/2020	08/2020	CAM Estimate (CAM)	2,041.69	0.00	118,210.88	CAM Estimate (08/2020)
spallc		AD Fitness, LLC	C-70612	08/01/2020	08/2020	Insurance Estimate (INS)	206.88	0.00	118,417.76	Insurance Estimate (08/2020)
spallc		AD Fitness, LLC	C-70613	08/01/2020	08/2020	Real Estate Tax (RET)	2,015.77	0.00	120,433.53	Real Estate Tax (08/2020)
spallc		AD Fitness, LLC	C-70614	08/01/2020	08/2020	Base Rent (RNT)	10,925.00	0.00	131,358.53	Base Rent (08/2020)
		World Gym					127,697.19	-79,500.00	131,358.53	
spallc							127,697.19	-79,500.00	131,358.53	
Grand Total							127,697.19	-79,500.00	131,358.53	