

Use exclusions for 5201 Capitol Blvd., Tumwater
(exclusions per national tenant leases in Southgate Shopping Center)

- Mexican food
- Hamburger oriented business

A flea market;

A bar, pub, nightclub, music hall or disco in which less than 50% of the space or 50% of the revenue is devoted to and derived from food service;

A bowling alley, billiard, pool or bingo parlor;

An arcade, pinball or computer game room (provided that retail facilities which are otherwise not prohibited or restricted may operate no more than six (6) such electronic games incident to their primary business);

A training or educational facility (including, without limitation, a beauty school, barber college, reading room, driving school, or other facility catering primarily to students or trainees rather than customers);

A massage parlor (which shall not be construed to mean a business of the type commonly referred to as a "day spa");

A funeral home;

A gymnasium, sport or health club in excess of 5,000 square feet;

A facility for the sale of paraphernalia for use with illicit drugs;

A marijuana dispensary;

A facility for the sale or display of pornographic material;

A lingerie bar, "go go" bar or other similar establishment;

An off-track betting parlor;

A carnival, amusement park or circus;

A car wash or auto repair shop;

A facility for the sale of new or used motor vehicles, motorcycles, trailers or mobile homes;

A skating rink;

A banquet hall, auditorium or other place of public assembly;

A hotel or residential facility; or

A theater of any kind.

- Auto parts and accessories, related products and services (O'Reilly Auto Parts)
- Uses that would create a parking burden

5.4 Parking Burden. Landlord agrees that if at any time during the term of this Lease, any portion of the Shopping Center is occupied by any office building, entertainment facility, recreational facility, training facility or educational facility, and such occupancy causes the parking area on the Premises to be overburdened, Tenant may terminate this Lease by 60 days written notice to Landlord. As used herein, "entertainment facility" or "recreational facility" includes, without limitation, a bowling alley, skating rink, billiard room, health spa, health, dance or aerobics studio, gymnasium, massage parlor, bar, tavern, amusement arcade, or other place of public amusement and "training or educational facility" includes, without limitation, a beauty or barber college, reading room or any other operation catering primarily to students or trainees rather than customers. This restriction shall not apply to