

ARTICLE 23  
USE OF THE PREMISES

Section 23.01. (a) Permitted Uses. Subject to the provisions of law and this Lease, Tenant shall use the ground floor of the Premises exclusively for: the sale of food, produce, agricultural and other related products (including without limitation fruits, vegetables, poultry, meats, fish, dairy products, baked goods, beverages and wine, candy, spices, and condiments); the operation of market style food service facilities; the sale of agricultural products and supplies (including without limitation flowers, plants, gardening and agricultural supplies and tools); the sale of food and agricultural related hard goods (including without limitation cookware, cookbooks, kitchen needs and utensils and the like); the sale of arts and crafts; and the holding of special events (including without limitation entertainment by musicians, singers and other performers, animal shows, flower shows, agricultural trade shows, festivals, and the like, to the extent such use is consistent with the operation of the Premises as a festival marketplace) and for no other purposes. In limitation of the foregoing, however, the Farmers Stalls shall be used primarily for the sale of fresh food, produce, flowers and plants by or on behalf of the grower of same, and for no other purpose. In addition, parking is permitted on any outside portion of the Premises (subject to all applicable laws, rules and regulations); provided, that the area indicated in Exhibit A hereto as "Farmers Stalls Parking Area" shall be used exclusively for parking by the operators of the Farmers Stalls and by no other person or for any other purpose.

(b) Violation of Grant or Loan Terms, Zoning Changes. Notwithstanding anything to the contrary and in limitation of the foregoing, the Premises shall not be used in any manner which, in Landlord's good faith judgment, would be inconsistent with the provisions, terms or conditions of the EDA Grant, or any instruments or laws, rules and regulations related thereto, subject to the provisions of Section 11.10(f) hereof. Furthermore, without in any way impairing any rights of Landlord or any restriction on or obligation of GJDC or any subsequent owner of the Private Premises under the Adjoining Owners Agreements, and subject to Article 15 hereof, Tenant shall obtain the consent of Landlord or its authorized agent prior to applying for a zoning variance, special permit, zoning text or map amendment, or other discretionary authorization which would have the effect of permitting a development other than a development which is allowable as of right under applicable law.

Section 23.02. Prohibited Uses. Tenant shall not use or occupy the Premises for, and neither permit nor suffer the Premises or any part thereof to be used or occupied for, any unlawful or illegal business, use or purpose, or for any purpose, or in any way, in violation of the provisions of Section 23.01 above or Article 16 hereof or the certificate(s) of occupancy for the Premises, or in such manner as may make void or voidable any

insurance then in force with respect to the Premises. Promptly after its discovery or upon notice from Landlord (whichever is sooner) of any such unlawful or illegal business, use or purpose, or use or occupation in violation of the certificate(s) of occupancy for the Premises or this Article 23 or Article 16 hereof, Tenant shall take all necessary steps, legal and equitable, to compel discontinuance of such business or use, including, if necessary, the removal from the Premises of any Subtenants using a portion of the Premises for any unlawful or illegal business, use or purpose or in violation of the certificate(s) of occupancy for the Premises or this Article 23 or Article 16 hereof.

Section 23.03 Adverse Possession. Tenant shall not suffer or permit the Premises or any portion thereof to be used by the public without restriction or in such manner as might reasonably tend to impair title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof.

Section 23.04 Limitation. Nothing in Sections 23.02 or 23.03 shall be construed to impose any liability or obligation on Tenant for any act of PDC prior to the Substantial Completion Date undertaken pursuant to the Funding and Construction Agreement.