

Fruitville Commons

Current Exclusives

Last updated: 10/5/2021

MD Now Medical Centers, Inc.

Landlord shall not lease or permit any other space or tenant in property owned by Landlord in Fruitville Commons to utilize its premises for a non-ambulatory urgent care medical clinic, walk-in medical clinic, occupational medicine practice, medical training/clinical research, and school/sports physicals. The following uses shall not constitute a violation of the Tenant's Exclusive: medical offices, primary care physicians, eye doctors, dermatologists, chiropractors, cryotherapy and infrared therapy

F45 Fitness

Lessor will not enter into a lease for the Property with any tenant which permits said tenant to operate a group fitness studio utilizing high intensity interval training that directly competes with Lessee (such as, for example, Burn Bootcamp, Orange Theory, and Barry's Bootcamp), provided Lessee agrees and acknowledges that the foregoing shall not preclude private fitness classes offered in the apartment site located within the Property, nor shall the foregoing be deemed to preclude, impair or limit the operation of a "big box" fitness center occupying over 3,000 square feet of space, such as by way of example and not limitation, Anytime Fitness, Planet Fitness, Crunch and LA Fitness, or a cycle studio, Club Pilates, Honor Yoga, or any business offering a sauna studio or sweat studio. In addition, the exclusive use privilege granted to Lessee shall, without any notice required to be given to Lessee, immediately and automatically terminate upon any default by Lessee hereunder and shall be of no further force or effect.

Purplerock Investments, LLC (Dunkin' Donuts)

Lessor shall not lease any space within Fruitville Commons to another Lessee or occupant that operates a Starbucks Coffee, Seattle's Best Coffee, Tim Horton's Krispy Kreme Doughnuts, Caribou Coffee, Peets Coffee & Tea, Einstein Bros. Bagels, McDonalds, Bruegger's Bagels, Panera, Coffee Beanery, Manhattan Bagels, WaWa's, Community Coffee, and/or 7-Eleven

Irma's Tacos

Lessor will not enter into a lease for any portion of the Property owned and controlled by Lessor that would permit another tenant to operate a Tex-Mex, Mexican or taco themed restaurant, or a restaurant primarily offering Tex-Mex cuisine that directly competes with Lessee. For purposes of this Section "primarily" shall mean more than thirty percent (30%) of such tenant's menu offering is traditional Tex-Mex cuisine.

Linksters Tap Room

Lessor will not enter into a lease for the Property, for any portion owned and controlled by Lessor, with any tenant which permits said tenant to operate a bar only establishment, exclusively serving alcoholic and non-alcoholic beverages, provided Lessee agrees and acknowledges that the foregoing shall not preclude, impair or limit the operation of a bar-restaurant, or an establishment that may have "bar" in its trade name, provided said establishment does not exclusively serve alcoholic and non-alcoholic beverages.

Cooper's Hawk

(i) a restaurant with a winery, an extensive wine offering or wine themed restaurant; (ii) a restaurant or bar that has the word 'wine', 'winery' or 'grape' in its trade name in addition to the name of any variety of wine (e.g., 'cabernet,' 'Pinot,' 'Chardonnay'); (iii) a restaurant having wine sales that comprise more than 20% of its gross sales; or (iv) any business (other than a grocery store) that includes an area for the retail sale of wine in excess of one hundred (100) square feet of floor area or five percent (5%) of the total floor area of the business, whichever is less. As used herein, an 'extensive wine offering' means offering 30 or more different wines by the glass.

XPLOR FOODS, LLC (Wow Wow Hawaiian Lemonade)

Lessor will not enter into a lease for any portion of the Property owned and controlled by Lessor that would permit another tenant to operate a retail/fast-casual food service location that primarily sells handcrafted lemonade, smoothies, fruit drinks, or acai bowls that directly competes with Lessee. For purposes of this Section, "primarily" shall mean more than ten percent (10%) of such tenant's menu offering consists of handcrafted lemonade, smoothies, fruit drinks, or acai bowls.

Pending Signature:**Encore Nail Bar**

Lessor will not enter into a lease for any portion of the Property owned by Lessor with any tenant whose primary business is the operation of a nail salon that directly competes with Lessee.