

If, however, Tenant does open its store for business in the leased premises prior to the time hereinabove mentioned, then on and after such opening and until the happenings under sub-sections (i), (ii) and (iii) hereof shall have occurred, the fixed rent under Section (a) of Article 2 shall be suspended and the only rent to be paid by Tenant shall be a sum equal to the percentage(s) of the monthly cash receipts of sales, as the same are fixed in Section (b) of Article 2 and as such receipts are therein defined, payable on or before the 25th of the next succeeding month.

Exclu-
sives

9. Landlord covenants and agrees that, during the continuance of this lease, no other portion of the entire property shown on said attached plan will be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist nor for the operation of a business the principal portion of which is the sale of so-called health and beauty aids and drug sundries nor for the operation of a business in which alcoholic liquor shall be sold for consumption off the premises. This provision shall also apply to any additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which may be adjacent to said Shopping Center, or which may be added to or used in conjunction therewith. The provisions of this Article shall not operate to prevent the conduct of a prescription department by the business described in subsection (1) of Section (a) of Article 8.

Utilities

10. Tenant shall pay when due all bills for water, heat, gas and electricity used on the leased premises after date of Tenant's possession and until expiration of term. Unless otherwise specified by Tenant the source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. Landlord shall furnish to the leased premises at all times sufficient gas and water service lines, also sewer lines, all of the capacity initially specified by Tenant, and electric service lines of the voltage and amperage initially specified by Tenant (which shall not exceed 1,000 ampere, 208 volt, 3 phase, 4 wire service), all connected to an adequate source of supply or disposal. If Tenant shall require additional service line capacity of any of such utilities and if same are available on Landlord's premises, Tenant, at Tenant's expense, shall have the right to the use of same. Landlord shall pay all bills for sewer rents or sewer charges.

Re-
pairs,
Con-
form-
ity
with
Law

11. (a) Tenant shall provide routine maintenance and changes of filters to heating and cooling equipment and shall make repairs and replacements thereto up to the amount of \$150.00 in each instance, it being understood that servicing of such equipment shall be done under a maintenance contract with a service company or by Tenant's own qualified personnel. Tenant shall make plate glass replacements required by fault of Tenant except in the case of fire. Tenant shall make repairs to the interior of the leased premises except as provided below. Landlord shall maintain and make all repairs to the exterior and structural portions of the building, entranceways to the leased premises, and pipes, ducts, wires and conduits leading to and from the leased premises. Landlord shall make all repairs required by causes not the fault of Tenant, or by fire, casualty or the elements, or by dry rot or termites. Landlord shall make repairs and replacements to heating and cooling equipment costing in excess of \$150.00 in each instance. The provisions of this paragraph shall be complied with as required from time to time.

(b) Tenant shall comply with the valid requirements of public authorities regarding the manner of the conduct of Tenant's business in the leased premises, but as to the leased premises, Landlord shall make all changes or installations so required.

Signs,
Ten-
ant's
fix-
tures

12. Tenant may install and operate interior and exterior electric and other signs, of which the permanent exterior signs shall be located as provided in Section (a) of Article 5, soda fountain machinery and any other mechanical equipment, and in so doing shall comply with all lawful requirements. There shall be no signs on the roof of the leased premises without the written approval of both Landlord and Tenant. Tenant shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Tenant or Landlord at Tenant's expense, it being expressly understood and agreed that said property shall not become part of the premises but shall at all times be and remain the personal property of Tenant and shall not be subject to any Landlord's lien. Tenant shall not install temporary exterior signs and any temporary signs on the glass windows shall cover not more than 20% of the area thereof.

Sidewalks

13. Landlord shall not, without Tenant's written consent, grant any rights, other than normal pedestrian rights, in the sidewalk or in the mall adjoining the leased premises to the extent of the full width thereof and within 15 feet of the boundary lines of the leased premises projected across said sidewalk or said mall. Should the entrance to the leased premises or said sidewalk or said mall, to the extent set forth in this Article, be obstructed or blocked by or with the consent of Landlord, Tenant shall be entitled to an appropriate and proportionate abatement in rent.