

order that such areas may be most efficiently used by Tenants and customers, Landlord shall have the power to make, modify and enforce such reasonable rules and regulations as may from time to time be necessary for this purpose and Tenant agrees that it and its employees will abide by and conform with such rules and regulations. The Landlord shall keep a record of all expense incident to the operation and maintenance of such areas and facilities, including but not being limited to cleaning, policing, lighting, repairing and maintaining, public liability insurance and other costs incident thereto, other than for supervisory service, and Tenant will pay his prorata share thereof (not to exceed 15 cents (.15) per square foot of the leased premises) based upon the ratio the space occupied by Tenant bears to the entire rentable space contained in the Shopping Center. Such payments to be made monthly and to be subject to final adjustment upon audit by a certified public accountant, provided, however, this provision may be renegotiated at the end of each five-year period.

9. The Tenant covenants and agrees:

(a) That it will continuously and uninterruptedly, during the life of this lease, occupy and use the entire leased premises for the purpose specified during the usual business hours and on such days as comparable businesses are open for business. That it shall at all times carry a full and complete stock of reasonable merchandise offered for sale at competitive prices and will maintain an adequate personnel for the efficient service of its customers and generally to conduct its business in a high grade and reputable manner so as to produce the maximum volume of sales and to establish and maintain a high reputation for the Shopping Center.

(b) That it will not conduct or permit any fire, bankruptcy, auction or going-out-of-business sales, nor engage in any act or practice which might injure the building or be a nuisance to other tenants; that it will keep the premises under its control,

(Continued on next page)