

enter the leased premises as soon hereafter as practical, to take measurements and install its fixtures, but such entry or the opening for business shall not constitute a waiver as to the condition of the premises or as to any work to be done or changes to be made by Landlord.

Con-  
struc-  
tion  
by  
Land-  
lord

5. (a) Before delivering possession of the leased premises to Tenant, Landlord shall erect and complete the aforesaid new building containing the leased premises, which new building shall be a modern one story and basement structure. That portion of said new building containing the leased premises shall be of such exterior and structural design and character as is acceptable to Tenant and as will also meet Tenant's requirements for its permanent exterior signs, which may extend above the leased premises and shall be at locations visible from the entire parking area. The leased premises shall be erected and completed by Landlord, and shall contain Tenant's specific requirements for the operation of Tenant's business, which requirements will include, among other things, the items and installations listed in Exhibit "A" hereto attached and made part hereof, and which are to be in conformity with Tenant's plans and specifications. The parapet wall of the portion of the building containing the leased premises shall be at least as high as the parapet wall of all other premises in said Shopping Center, ~~except any two story buildings~~. All such work by Landlord shall be done by contractors selected by Landlord and acceptable to Tenant and shall comply with the requirements of public authorities.

*Emma*  
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(b) Landlord shall furnish to Tenant architectural drawings and full details and information relative to said new building, so that Tenant may be enabled to prepare and furnish to Landlord Tenant's plans and specifications covering Tenant's specific requirements, and Tenant's said plans and specifications shall be furnished to Landlord within four months after receipt of said drawings, details and information from Landlord. Thereafter, Tenant shall have the right to make changes, substitutions and eliminations in its said plans and specifications because of any mechanical changes or additions desired by Tenant or because of any revisions of Tenant's fixture layout, and Tenant shall pay any additional cost thereof unless any such changes, substitutions or eliminations are the result of changes made by Landlord or of requirements of public authority.

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*Emma*

Open-  
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6. Tenant shall open its store for business in the leased premises within a reasonable time, but not later than three months after Landlord has completed all construction and has delivered possession as above provided, subject to extension equal to any delays occasioned by strikes, casualties, governmental restrictions, priorities or allocations, inability to obtain materials or labor, denial of licenses to operate a pharmacy and to conduct its business, or other causes beyond Tenant's control; but Tenant shall have no liability for failure to open its store within said period, except that rent shall commence as of the date its store should have been opened, allowing for delays as herein provided.

Park-  
ing

~~7. It is an express condition of this lease that at all times during the continuance of this lease, Landlord shall provide, maintain, repair, adequately light when necessary during Tenant's business hours, clean, promptly remove snow and ice from, supervise and keep available the Parking Areas as shown on said attached plan (which Parking Areas shall contain at least square feet and shall provide for the parking of at least automobiles), and also adequate service and receiving areas, pedestrian malls, sidewalks, curbs, roadways and other facilities appurtenant thereto. Said Parking Areas shall be for the free and exclusive use of customers, invitees and employees of Tenant and of other occupants of said Shopping Center, shall be level and shall be suitably paved and drained. Said Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as shall be acceptable to and approved by Tenant. Automobile traffic aisles in said Parking Areas shall run in directions acceptable to and approved by Tenant. Simultaneously with the furnishing of the architectural drawings, details and information referred to in Section (b) of Article 5, Landlord shall furnish to Tenant plans indicating said entrances, exits and traffic aisles.~~

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