

Other
Occu-
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cies

8. (a) It is expressly understood and agreed that the installation in said Shopping Center of - -

- (1) A J. B. Ivey & Co. department store with a floor area of at least 60,000 square feet and located as shown on attached plan
- (2) A Meyers-Arnold Co. department store with a floor area of at least 60,000 square feet and located as shown on attached plan, and
- (3) An S. H. Kress & Co. variety store with a floor area of at least 16,000 square feet and located as shown on attached plan

are each primary inducements to Tenant in entering into this lease and agreeing upon the rentals herein reserved. Therefore, it is a further express condition of this lease that Landlord shall furnish and deliver to Tenant, at or before the time for the giving of the notice of possession provided for in Article 4, evidence reasonably satisfactory to Tenant, that leases, each for a term of at least ten years firm, and commencing not later than August 1, 1967, have been consummated for the installation and operation of all of the businesses above described, in the respective stated locations; but if Landlord fails to furnish and deliver such evidence to Tenant within the time above specified, Tenant shall have the right and option, at Tenant's election, to cancel and terminate this lease.

(b) Anything in this lease to the contrary notwithstanding, Tenant shall not be obligated to open its store for business in the leased premises, nor shall any rent accrue under this lease, prior to the time when - -

- (i) Occupants of 80% of the area in all of the buildings shown on attached plan (including all of the businesses described in Section (a) hereof, which shall be at the respective stated locations,) are open for business, and
- (ii) All of the buildings shown on said attached plan are substantially completed, and
- (iii) All of the parking and other facilities described in Article 7 have been completed; paved and lighted and are available for use.

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