

or excise tax imposed by any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchanges are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made in or from the Demised Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Demised Premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Tenant, nor sales of Tenant's fixtures. Not included in the gross sales figures are sales to physicians, ~~and employees~~.

Sales Reports and Records

4. On or before the 15th day of January each calendar year during the term of this lease, Tenant shall prepare and deliver to Landlord at the place where rent is then payable a statement of gross sales made during the preceding one year calendar period. In addition, within sixty days after the termination of this lease if this lease should not terminate at the end of fiscal year. Tenant shall prepare and deliver to Landlord at the place where rental is then payable a statement of gross sales during the preceding fiscal year (or partial fiscal year), certified to be correct by a Certified Public Accountant. Tenant shall furnish similar statements for its licensees, concessionaires and sub-tenants, if any. All such statements shall be in such form as Landlord may require.

Merchants Association

5. The Lessee agrees to be a member of the Merchants Association should one be formed by the merchants of the Shopping Center of which the demised premises form a part and agrees to make contributions to the Promotional Fund as voted on and approved by the Merchants Association from time to time.

Increased Taxes

6. Lessor will pay in the first instance all real property taxes which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center. If the amount of the real property taxes levied or assessed against the land and buildings of which the leased premises form a part shall in any lease year exceed the amount of such taxes during the full first tax year, the Lessee shall pay as additional rent the proportion of such excess taxes based upon the ratio of the square feet of leased premises to the total square feet of all of the building space leased in the Shopping Center. The Lessee shall pay all assessments and all taxes levied on its personal property.

Use of Premises

7. Premises shall be used for a Drug Store and no other. Premises shall not be used for any illegal purposes: nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises, and subject to rights of other tenants' leases.

Abandonment of Leased Premises

8. Lessee agrees not to abandon or vacate leased premises during the period of this lease.

Utility Bills

9. Lessee shall pay water, gas, electricity, fuel, light, heat and power bills for leased premises, or used by Lessee in connection therewith. If Lessee does not pay the same, Lessor may pay the same and such payment shall be added to the rental of the premises.

Repairs by Lessor

10. Lessor agrees to keep in good order the roof, exterior walls (exclusive of all glass, including plate glass doors), and water, sewer and sprinkler systems (if any), and hot water heaters, but not fixtures pertaining to such systems. It is understood that the Lessor shall be responsible for the replacement of boiler motor, compressor (as a part of the air conditioning system) any time after the first ten years of this lease agreement have expired. It is understood and agreed that the Lessee shall enter into maintenance contracts on the mechanical equipment with reputable maintenance concerns. Lessor gives to Lessee exclusive control of premises and shall be under no obligation to inspect

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