

Building and Completion Dates

3. All said plans and specifications, both preliminary and final, are to be considered as a part of this agreement as if incorporated herein, the said work of actual construction to be commenced on or before November 1st, 1958, and the building, basement and parking lot completed on or before ~~XXXXXX~~ February 1, 1959 *ex item*

Delayed Possession

4. If, for any reason beyond the control of the Lessor and not due to any act or omission on his part, there is a delay in completing the premises in conformance with the final approved plans and specifications and in making them ready for occupancy on or before the date of commencement of the term of this lease and provided the delay does not exceed a period of 90 days from that date, the premises shall be accepted by the Lessee on the date they are properly completed in conformance with said final approved plans and specifications, made ready for occupancy and possession delivered to the Lessee, and such occupancy by the Lessee shall be deemed to be that of a Lessee under all the terms, covenants and conditions of this lease, and rent at the monthly rate set forth above shall be paid by the Lessee and shall become payable on the first day of the month following the day actual possession is accepted by the Lessee and the term of this lease shall commence on that day instead of on the date of the commencement of the term as set forth in this lease and the initial term of this lease shall run for 10 years from that date. If, for any reason beyond his control, the Lessor fails to deliver possession of the demised premises, properly completed and made ready for occupancy in conformance with the final approved plans and specifications, to the Lessee within the said ~~XXXXXX~~ 90 days, the Lessee may at its option terminate said lease by written notice sent to the Lessor and thereupon this lease and all rights and obligations hereunder shall cease and come to an end, in the same manner and with the same force and effect as if this lease had not been entered into.

Early Possession

If the premises are properly completed in accordance with the final approved plans and specifications and made ready for occupancy prior to the date herein fixed for the commencement of the demised term, the Lessee at its option may accept possession of the premises and such occupancy by the Lessee shall be deemed to be that of a Lessee under all the terms, covenants and conditions of this lease, and rent at the monthly rate set forth above shall be paid by the Lessee and shall become payable on the first day of the month following the day actual possession is accepted by the Lessee and the term of this lease shall commence on that day instead of on the date of the commencement of the term as set forth in this lease and the initial term of this lease shall run for 10 years from that date.

Pro Rata Rental

In the event possession is accepted before the first day of the month, a rental shall be paid by the Lessee for the time of occupancy and to cover the period before the first of the month on a pro rata basis of the monthly rental provided herein. No rent is due or payable until the building and parking lot have been completely constructed and the Lessee has been granted at least fifteen days in which to install its equipment and has accepted the building and parking lot complete. *AM*

Equipping, Stocking

5. The Lessee shall have the right to deliver to and install in said premises or to cause to be delivered to or installed in said premises, any equipment, fixtures, stock or other material to be used by it in the operation of its business, either before the building is completed and before final acceptance of the same by the Lessee or after the building is completed but before final acceptance by Lessee, and such delivery and placing of fixtures, equipment or stock or other material in said premises shall in no way be construed as final acceptance or actual possession of the premises by the Lessee and shall not obligate the Lessee to pay rent prior to the full completion of the premises and final acceptance of the same by the Lessee.

Apparatus for Store Operation

6. The Lessee shall have the right to run electric wires, steam pipes, water pipes, ammonia lines or make any other installation of such apparatus in the leased premises as may be necessary to install and to effect a successful operation of the conveyor, refrigerating, air conditioning, lighting, and plumbing systems in the leased premises.

Certificates

7. No rent shall become due and owing until the completion of all said work required to be performed by the Lessor in accordance with the aforesaid approved plans and specifications, and until a photostatic copy of all proper certificates or permits required by lawful authority, have been given to the Lessee by the Lessor, and until the Lessee's complete acceptance of said demised premises.

Personal Covenant

8. The covenant to complete the aforesaid store building, basement and parking lot in accordance with the approved plans and specifications aforesaid, shall be considered a personal covenant and the Lessor shall not be relieved of the obligation to comply with the covenant to complete by an assignment of this lease.