

If, however, Tenant does open its store for business in the leased premises prior to the time hereinabove mentioned, then on and after such opening and until the happenings under sub-sections (i), (ii) and (iii) hereof shall have occurred, the fixed rent under Section (a) of Article 2 shall be suspended and the only rent to be paid by Tenant shall be a sum equal to the percentage(s) of the monthly cash receipts of sales, as the same are fixed in Section (b) of Article 2 and as such receipts are therein defined, payable on or before the 25th of the next succeeding month.

Exclu-  
sives

9. Landlord covenants and agrees that, during the continuance of this lease, no other portion of the entire property shown on said attached plan will be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist. This provision shall also apply to any additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which may be adjacent to said Shopping Center, or which may be added to or used in conjunction therewith.

Utili-  
ties

10. Tenant shall pay when due all bills for water, heat, gas and electricity used on the leased premises after date of Tenant's possession and until expiration of term. Unless otherwise specified by Tenant the source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. Landlord shall furnish to the leased premises at all times sufficient gas, electric and water service lines, also sewer lines, all of sufficient capacity as required by Tenant and connected to an adequate source of supply or disposal. Landlord shall pay all bills for sewer rents or sewer charges.

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11. (a) Tenant shall make incidental repairs to the interior of the leased premises and plate glass replacements, except as provided below. Landlord shall maintain and make all repairs to the exterior and structural portions of the building, entrances to the leased premises, pipes, ducts, wires and conduits leading to and from the leased premises, ~~and shall make repairs and replacements to heating and air conditioning equipment.~~ Landlord shall make all repairs required by causes not the fault of Tenant, or by fire, casualty or the elements, or by dry rot or termites. Landlord shall keep basement free from water but shall not be liable for any damage except upon failure so to do after notice. The provisions of this paragraph shall be complied with as required from time to time. Landlord shall make repairs and replacements to heating and air conditioning equipment costing in excess of \$250.00 in each instance.

(b) Tenant shall comply with the valid requirements of public authorities regarding the manner of the conduct of Tenant's business in the leased premises, but as to the leased premises, Landlord shall make all changes or installations so required.

including, but without limitation, conveyors, time locks and time lock bolts.

Signs,  
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12. Tenant may install and operate interior and exterior electric and other signs, soda fountain machinery and any other mechanical equipment, and in so doing shall comply with all lawful requirements. There shall be no signs on the roof of the leased premises without the written approval of both Landlord and Tenant. Tenant shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Tenant or Landlord at Tenant's expense, it being expressly understood and agreed that said property shall not become part of the premises but shall at all times be and remain the personal property of Tenant and shall not be subject to any Landlord's lien.

Side-  
walks

13. Landlord shall not grant any rights in the sidewalk around the leased premises without Tenant's written consent. Should the sidewalk around the leased premises or adjoining premises, or the entrance to the leased premises, be obstructed or blocked by or with the consent of Landlord, Tenant shall be entitled to an appropriate and proportionate abatement in rent.