

Exterior Sales

ART. 35. The Landlord agrees that during the term hereof the Tenant shall have and is hereby granted the right at no cost to the Tenant to display and sell merchandise and services at such times as Tenant desires on those portions of the Common Facilities shown hatched on the drawing attached to Schedule "A" hereof. Sales made in such area shall be deemed to be sales made in Tenant's store.

The Landlord covenants that the Landlord has not granted and will not grant rights to others in the Common Facilities which are inconsistent with rights herein granted the Tenant and agrees to provide proof thereof satisfactory to the Tenant.

ART. 36. Supplementing Article 28 hereof, the Landlord agrees to provide during the hours when Tenant's store is open for business, heating and air conditioning in said Mall equal to the heating and air conditioning that Tenant provides for its store in the demised premises.

RETAIL MALL SHOPS - KIOSKS

ART. 37. The Landlord hereby covenants and agrees that it will not erect and maintain, or permit the erection and maintenance of, more than three (3) retail mall shops or retail kiosks in the enclosed, heated and air conditioned Mall, each of said retail mall shops or retail kiosks to be not more than 200 square feet. The Landlord further agrees that any such retail mall shop or retail kiosk placed in said Mall will be situated more than 100 feet from the demised premises. This limitation on the use of said enclosed, heated and air conditioned Mall shall not apply to any seating arrangements that may be erected, or installed, and maintained by the Landlord for the comfort and convenience of customers, nor to planters or other decorative installations that may be placed in said Mall, provided said seating arrangements, planters or decorative installations do not obliterate, hinder or obstruct full customer visibility of or accessibility to the demised premises or obstruct the orderly flow of traffic between stores located on said Mall.

EVIDENCE OF VALID OVERLEASE

ART. 38. The Landlord agrees, in addition to the proof required under the provisions of Article 6 hereof, to furnish to the Tenant without cost to the Tenant, proof in writing satisfactory to the Tenant that the certain Overlease described in Schedule "B" hereof is valid and continues to be in full force and effect without default thereunder, such proof to be furnished to the Tenant (a) not less than and approximately 90 days prior to delivery of the demised premises to the Tenant as in this lease provided, and (b) not less than and approximately 5 days prior to the date when the Tenant shall open its store in the demised premises for business.