Utilities (Cont'd)

Landlord may provide a disposal or septic tank system in lieu of public sanitary sewer, subject to Tenant's written approval of plans and specifications and Landlord's continuing obligation to clean and maintain said system at all times in good and serviceable condition during the full term of this lease or

Laws, Regulations,

of this Article, that if any Federal, State or Municipal government or any department or division thereof has or hereafter shall condemn the demised premises or any part thereof as unsafe or as not in conformity with the laws, regulations or orders relating to the use, occupancy and construction thereof, or has ordered or required or shall hereafter order or require any rebuilding, alteration or repair thereof or installations therein, the Landlord, at its own expense, will proceed with due diligence to rebuild or to make such alterations, installations, and repairs as may be necessary to comply with such laws, regulations or orders. If by reason of such law, regulations, or orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the demised premises, rent shall be abated pro rata in proportion to the decrease of the usefulness of the demised premises to the Tenant as long as the premises are untenantable in whole or in part for the use and occupancy by reason of such deprivation.

If, as the result of any act or neglect of the Tenant, its agents, servants or invitees, or the unusual nature of the use and occupancy of the demised premises by the Tenant, any Federal, State or Municipal government or any department or division thereof has or hereafter shall condemn the demised premises or any part thereof as unsafe or as not in conformity with the laws, regulations or orders relating to the use, occupancy and construction thereof, or has ordered or required or shall hereafter order or require any rebuilding, alteration or repair thereof or installation therein, the Tenant, at its own expense, will proceed with due diligence to comply with such law, regulations or orders and no abatement of rent shall be effective.

Landlord's Covenant

18. Landlord covenants, represents and warrants that, within the confines of the area of the Commercial Development described in Exhibit "A" now or in the future owned or controlled, directly or indirectly, by Landlord, Landlord's principal owners, stockholders, directors or officers, or their assignees or vendees, no premises (other than Tenant's store unit) shall be leased, rented, used or occupied as a prescription drug department or as a "Discount, Health and Beauty Aids" type of store without Tenant's prior written consent, which may be withheld or granted at Tenant's sole discretion and further, that in addition no premises so owned or controlled outside the confines of the area of the Commercial Development but within a one (1) mile radius thereof, shall be leased, rented, used or occupied for the operation of a prescription drug department or as a "Discount Health and Beauty Aids" type of store. covenant shall run with the land commencing with the date of execution of this lease and shall continue until such date as shall be the last day of the lease term or extension or renewal thereof. (Continued on page 8-A)

principally

Fire

19. From and after the date on which Tenant shall be privileged to enter upon demised premises for the purpose specified by Article 8 hereof, Landlord shall insure the Commercial Development, including Tenant's store unit, against damage or destruction by fire and other casualties insured under a standard extended coverage endorsement. Said insurance shall be in an amount equal to not less than eighty per cent (80%) of the insurable value of the permanent improvements thereof. All policies with respect to said Commercial Development shall bear endorsements to the effect that Tenant shall be notified not less than (5) days in advance of modification or cancellation thereof and that the insured has waived right of recovery from Tenant. Copies of such insurance policies or certificates evidencing the existence thereof, so endorsed, shall be promptly delivered to Tenant upon written request therefor. Irrespective of the cause thereof, Tenant shall not be liable for any loss or damage to the Commercial Development or in or about the demised premises resulting from fire, explosion or any other casualty.

In the event that, at any time during the lease term, the permanen improvements then constituting said store unit shall be damaged or destroyed

W. T. Grant

This restriction is subject to the rights of Resels-Stores, -Inc. under This restriction is subject to the rights of hore imposed upon Rose's its lease by virtue of which no use restrictions are imposed upon Rose's.

Grant's. (Continued on next page)