

(A)
A.W.H.

mises by the Tenant or any sublessee shall not become part of the freehold and does hereby waive and relinquish all right of levy for rent and all claims of every kind against such personal property, fixtures and equipment which shall include, but not limited to, the items listed on Exhibit "C" annexed hereto and made a part hereof by this reference. Tenant may, at any time, remove all personal property, fixtures or equipment it has placed on the Premises, but shall repair any damage caused to the building by the removal of any such personal property, fixtures or equipment. Tenant agrees it will, during the time any such alterations or improvements are being made hereunder, carry public liability insurance and workmen's compensation insurance in accordance with applicable laws and will indemnify and save Owner harmless from any and all liens for labor, materials and supplies which may arise by reason of such alterations or improvements made by Tenant.

ARTICLE VIII
MAINTENANCE
AND REPAIR
OF THE
LEASED
PREMISES

Owner covenants and agrees to maintain and repair the roof and other exterior portions of the Leased Premises exclusive of doors, door checks, and windows and to make any structural repairs to the Leased Premises, except for repairs caused or necessitated by Tenant, its agents or employees. Tenant covenants and agrees to keep and maintain in good order, condition, and repair the interior of the Leased Premises and to maintain and repair all other portions of the Leased Premises not required to be maintained or repaired by Owner. If Owner or Tenant refuses or neglects to promptly or adequately commence or complete repairs required of it under this Lease, the other party may make or complete said repairs and shall be reimbursed the cost thereof upon demand by the party refusing or neglecting to so perform.

ARTICLE IX
MAINTENANCE
AND CONTROL
OF COMMON
AREAS

1. Owner covenants and agrees that during the term of this Lease or any renewal or extension thereof to provide parking areas, approaches, exits, entrances and roadways, hereinafter referred to as "Common Areas", for the non-exclusive use of Tenant, its agents, employees or customers while such customers are shopping in the demised premises or in any portion of the Shopping Center and to maintain same in good repair, reasonably clear of snow, except sidewalks contiguous to demised premises, and lighted from dusk to approximately 12:30 a.m. of each business day.

2. Owner shall have the right to close any or all portions of the parking area or areas to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, all or any part of the parking area or areas in order to discourage non-customer parking. All space, areas, and facilities in the Shopping Center not within the demised premises, which Tenant may be permitted to use and/or occupy, are to be used and/or occupied under a revocable license, and if such license be revoked, or if the amount of such space, areas and/or facilities be diminished, this Lease shall remain in full force and effect and Owner shall not be subject to any liability nor Tenant be entitled to any compensation or diminution of rent, nor shall revocation or diminution be deemed constructive or actual eviction. Common areas shall be subject to the rules and regulations as the Owner may, from time to time, adopt and Owner reserves the right to make changes, additions, alterations or improvements in and to such common areas, provided, that there shall be no unreasonable obstruction of Tenant's right of access to the demised premises, and further provided that such changes, additions, alterations, or improvements shall not materially reduce the number of parking spaces made available to Tenant at the commencement hereof.

(CONTINUED ON NEXT PAGE)