

strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Landlord and which by the exercise of due diligence Landlord is unable, wholly or in part, to prevent or overcome.

Special Stipulations 39. Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

Heat & Air-Conditioning 40. Lessor grants to Lessee a guarantee of one year parts and service on air-conditioning equipment and five years on the compressor only. Lessor agrees to replace heating & air-conditioning units when present units are no longer servicable. Units will be relocated to rear of building.

Building Specifications 41. a. Suspended ceiling, 12 feet above floor. No ceiling tile necessary in stockroom. New ceiling tiles to be used.

b. Plywood partition 12 feet from rear of store to 18 inch elevated prescription platform. Curtain wall suspended 3 feet below ceiling about 40 feet length of Prescription Department.

c. Two restrooms in stockroom area with commodes and sink, one sink in Prescription Department.

d. Eight rows of two bulb strip flourescent lights continuous for length of store and one row over front windows and two rows in Prescription Department. Three receptacles on each wall, 7' above floor. One conduit in cement floor about five feet from one wall for cosmetic cases. Two receptacles on floor and two receptacles in end walls of Prescription Department. Connection on outside of front wall for signs.

e. Vinyl or asbestos tile floor in selling area of store.

f. 4' x 7' foot steel door in rear of store, unloading platform 6 x 12 feet in necessary. Driveway and unloading area surfaced with asphalt in rear. Necessary surfaced and lined parking area in front of store.

g. Double aluminum entrance doors with plexiglass.

h. Electric heat and air-conditioning adequate to maintain 15 degrees cooler temperature inside.

i. Finish side walls from ceiling to seven feet above floor with or plaster board (about 5 feet)

Common Area Maintenance Escalation 42. Lessor will pay in the first instance all Common Area Maintenance Expenses for the Shopping Center. If the amount of the Common Area Maintenance Expense for the Shopping Center of which the leased premises form a part shall in any lease year exceed the amount of Common Area Maintenance Expenses for the first full year, the Lessee shall pay as additional rent the proportion of such excess Common Area Maintenance Expenses based upon the ratio of the square feet of leased premises to the total square feet of all of the building space leased in the Shopping Center. ~~This amount shall not exceed \$15 per sq. ft. per year for the 2nd through 5th years of this lease nor \$10 above the \$15 per square feet for the 6th through 10th year.~~ This amount should not exceed \$.10 per sq. ft. for the term of this lease.