

6. **USE.** The premises may be used for the retail sale of merchandise customarily sold at stores operated by Lessee or at grocery stores of the type commonly called supermarkets, including but not limited to grocery, produce, meat, dairy products, beer, wine and alcoholic beverages, gasoline and petroleum products, and sundries, and for any other lawful purpose. ~~Lessee agrees promptly to apply for an "off-sale" beer and wine license for the premises. If Lessee finds that such a license is not obtainable, Lessee may terminate this lease at any time within ninety (90) days after the date of execution of this lease, but if Lessee fails to terminate this lease within such period, thereafter Lessee shall not have any right to terminate this lease because such a license is not obtained. If Lessee terminates this lease under this provision Lessee agrees to reimburse Lessor for all reasonable expenses actually incurred by Lessor for the preparation of the plot plan and plans and specifications prior to such termination.~~ *RMH*

7. **UTILITIES.** Lessee agrees to pay, before delinquent, all charges for gas, electricity and water use by it.

8. **TAXES.** Lessee agrees to pay all taxes levied upon personal property, including trade fixtures and inventory, kept on the leased premises, as well as all taxes levied against the land and the building and improvements situated thereon during the term of this lease, after presentation to Lessee by Lessor of statements from the taxing jurisdictions in which property is located. Lessee, however, will pay only the lowest discount amount and will not be required to pay any penalty, interest or cost accrued by reason of Lessor's failure to secure said tax statements from the taxing authorities.

Lessor agrees that Lessee will not be liable for and Lessor will forfeit all rights to recover said real estate taxes if presentation of statements is not made to Lessee prior to the date of delinquency. Lessor may, however, direct the taxing authorities to send the statements directly to Lessee. Lessor further agrees that Lessee, in the name of Lessor but at Lessee's sole expense, may protest any assessment before any taxing authority or board or maintain any necessary legal action in reference to said assessment or for the recovery of any taxes paid thereon.

9. **MAINTENANCE.** Lessor agrees to maintain the structural soundness of the building. Lessee agrees to keep both the interior and the exterior of the building in good repair, including the roof, plumbing, electrical wiring, air conditioning and heating equipment, to maintain the surface of the parking area, and to paint the exterior walls of the building and be responsible for all glass, casualty damage and reasonable wear and tear excepted.

10. **ALTERATIONS.** Lessee shall not make any alterations involving structural changes without securing Lessor's consent. Other alterations or additions, such as to store front, marquee and non-weight bearing partitions, may be made by Lessee in a good workmanlike manner without cost to Lessor.

11. **TRADE AND OTHER FIXTURES.** Lessee may install or cause to be installed such equipment and trade or other fixtures as are necessary for the operation of its business. Such equipment and trade or other fixtures may be installed prior to the acceptance of the improvements and shall remain personal property, and title thereto shall continue in the owner thereof, regardless of the manner in which same may be attached or affixed to the demised premises. In the event such equipment and trade or other fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the right and be able to enforce the same as stated therein.

12. **CASUALTY DAMAGE.** If, in the opinion of Lessee, the leased premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in a standard fire and extended coverage insurance policy of the type then commonly purchased by Lessee (such a casualty or peril being hereinafter referred to as an insurable casualty or peril) and the primary term or the then current extension of the term shall have at least two years to run, Lessee at its option may promptly and diligently restore the leased premises to the condition existing prior to the occurrence of the insurable casualty or peril or may release and turn over to Lessor the insurance proceeds as a result thereof and cancel and terminate this lease. If, in the opinion of Lessee, the leased premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insurable casualty or peril or by any casualty or peril whatever when the primary term of the then current extension of the term shall have less than two years to run, Lessee may either restore the leased premises at its expense as above provided or Lessee may terminate this lease effective as of the date of occurrence of the casualty or peril. If, in the opinion of Lessee, the leased premises are not thereby rendered substantially unfit for the occupancy or use herein contemplated, Lessee shall promptly and diligently restore the leased premises at Lessee's expense to the condition existing prior to the occurrence of the casualty or peril. Since Lessee has agreed to restore the demised premises in the event of casualty damage Lessee may be a self-insurer as to the demised premises; provided, that on the written request of Lessor, Lessee shall procure and maintain fire and extended coverage insurance on the building of the type then commonly purchased by Lessee, to at least 80% of its insurable value and naming Lessor as an additional insured.

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