

have the right to transfer the security to the vendee or lessee and the Landlord shall be considered released by the Tenant from all liability for the return of such security and the Tenant shall look to the new landlord or lessee solely for the return of the said security and it is agreed that this shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord and may be co-mingled with other funds of Landlord.

ARTICLE V

PARKING AND COMMON USE AREAS AND FACILITIES

Landlord grants to Tenant, in common with other tenants and their agents, employees and customers and persons doing work for or business with tenants in the Shopping Center the right to use the "common areas" consisting of the parking areas, roadways, pathways, sidewalks, tunnels, entrances and exits and other areas and facilities designated by Landlord for common use in the Shopping Center and/or in the building containing the demised premises.

Landlord agrees and covenants with Tenant that the Shopping Center shall during the term of this lease contain a parking area sufficient to accommodate at least 924 vehicles. The parking areas shall be provided with adequate lighting and shall be maintained in good condition by the Landlord. All other common areas shall likewise be maintained in good condition by Landlord.

The common areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the common areas and Tenant agrees to abide by and conform with such rules and regulations. The right of customers to use the parking facilities shall apply only while they are shopping in the Shopping Center. Tenant agrees that it and its officers and employees will park their automobiles only in such area as Landlord from time to time designates for employee parking areas, which areas may be within or without the Shopping Center. Tenant shall not park any trucks or delivery vehicles in the parking areas, nor permit delivery of merchandise at any place other than that designated by Landlord. Landlord shall have the right to enforce parking charges, by meter or otherwise, and to close any part of the common areas for such time as may, in the opinion of Landlord's counsel, be necessary to prevent a dedication thereof, or the accrual of any rights in any person, and to close any part of the parking area for such time as Landlord deems necessary in order to discourage non-customer parking and to do other things in the parking areas as Landlord in its discretion deems necessary for the benefit of the Shopping Center.

Tenant agrees to pay to Landlord, as additional rent, and for the use and maintenance of the common areas an amount equal to twelve (\$.12) cents per annum for each square foot of space of the demised premises payable in equal monthly installments in advance on the first day of each month of the term of this lease or pro rata for a part of a month.

In the event it is deemed necessary to prevent the acquisition of public rights, Landlord may from time to time temporarily close portions of the Common Area, and may erect private boundary markers or take such steps as deemed appropriate for the purpose. Such actions shall not be considered an eviction or disturbance of Tenant's quiet possession of the leased premises.

None of the acts, promises, covenants, agreements or obligations on the part of Tenant to be kept, performed or not performed as the case may be, nor the obligation of Tenant to pay rent and/or additional rent or other charge or payment shall be in anywise waived, impaired, excused or affected by reason of Landlord being unable at any time or times during the term of this lease to supply, or being prevented from, or delayed in supplying, light, elevator or escalator service, parking facilities, landscaping, or any other service expressly or implied on the part of Landlord to be supplied, or by reason of Landlord being unable to make any alterations, repairs or decorations, or to supply any equipment or fixtures, or any other promise, covenant, agreement or obligation on the part of Landlord to be performed, if Landlord's inability or delay shall arise by reason of any law, rule or regulation of any federal, state, municipal or other governmental department, agency, or subdivision thereof, or by reason of conditions of supply and demand due to a national emergency, strikes, embargoes, storms, sabotage, riots, picketing, inability to procure materials or labor or both, or other conditions or causes beyond Landlord's control.

ARTICLE VI

LANDLORD'S WORK

Tenant accepts the premises in an "as is" condition.

~~Landlord agrees, at its own cost and expense, to construct a building to contain the demised premises and to make the improvements in the demised premises specified in Exhibit "C" hereto attached; and said work shall be completed prior to the commencement of the term of this lease. Architecture, materials used in construction and structural details of the premises shall be the choice of the Landlord, except as may otherwise be provided for in said Exhibit. Landlord may substitute materials, provided they are equal in quality. The building to contain the demised premises shall be located substantially as shown on the site plan marked Exhibit "A". Landlord reserves the right from time to time to make changes, additions and eliminations in and to the buildings and common area in the Shopping Center, provided the same do not unreasonably interfere with Tenant's use of the premises.~~

Landlord shall deliver possession of the leased premises in the condition required by this lease, free and clear of all tenants and occupants and the rights of either, on or before the date specified for the commencement of the term, but delivery of possession prior to such commencement date shall not affect the expiration date of this lease. Failure of Landlord to deliver possession of the premises on the date provided, due to time required for construction, construction delays, acts of God, strikes, governmental restrictions on the use of materials, or any other causes beyond Landlord's control shall postpone the date of the commencement of the term of this lease and shall extend the date of the end of such term by periods equal to those which shall have elapsed between and including the date specified for commencement of the term hereof and the date on which possession of the leased premises is delivered to Tenant. The rentals herein reserved shall commence on the date when possession of the premises is delivered by Landlord to Tenant, provided that Tenant may occupy the premises without payment of rent for a period of not to exceed 30 days after written notice from Landlord that the premises are ready for such occupancy, for the sole purpose of installing fixtures, facilities and equipment and performing finishing work and further provided that Tenant's occupancy for such purpose shall not interfere with Landlord's work. Solely for the purpose of computing the term of this lease (a) if Tenant shall avail itself of any such rent free period for the purposes aforesaid, the commencement date of the term shall become and be the first day of the earliest calendar month on or prior to which delivery of possession of the leased premises shall have been made to Tenant and prior to which any such rent free period shall have expired, or (b) if Tenant shall not avail itself of any such rent free period, the commencement date shall be the first day of the earliest calendar month on or prior to which delivery of possession of the leased premises shall have been made to Tenant. Any occupancy by Tenant prior to the beginning of the term, whether or not rent free, shall in all respects be the same as that of a tenant under this lease. Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the premises. By occupying the leased premises as a tenant or to install fixtures, facilities or equipment, or to perform finishing work, Tenant shall be deemed to have accepted said leased premises and to have acknowledged that the premises are in the condition required by this lease, except as to latent defects or omissions in Landlord's construction. In the event of any dispute, the certificate of Landlord's architect shall be conclusive that the leased premises are in the condition required by this lease and are ready for occupancy.

Immediately after the beginning of the term of this lease, Landlord and Tenant agree to execute a written statement setting forth the beginning and expiration dates of the term of this lease. Tenant shall furnish Landlord with all certificates of approval relating to any work or installations done by Tenant that may be required by any governmental authority for the issuance of a certificate of occupancy or approval of the building or by the National Board of Fire Underwriters or any other similar body or any subdivision thereof.

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