

Landlord shall keep the foundation, the outer walls, the roof, downspouts and gutters of the building of which the leased premises are a part in good repair, ordinary wear and tear excepted, but shall not be required to make any other repairs, whether or not due to the negligence of the Tenant, its agents, customers or employees.

ARTICLE XXI

SURRENDER OF PREMISES

On the last day of the term demised or on the sooner termination thereof, the Tenant shall peaceably surrender the leased premises in good order, condition and repair, broom-clean, fire and other unavoidable casualty, reasonable wear and tear alone excepted, and shall surrender all keys for the leased premises to the Owner at the place then fixed for the payment of rent.

On or before the last day of the term, or the sooner termination thereof, Tenant shall at its expense, remove its trade fixtures, signs and carpeting from the leased premises and any property not removed shall be deemed abandoned.

Before surrendering the premises as aforesaid, Tenant shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

ARTICLE XXII

NOTICES

Any notice required or permitted under this lease shall be deemed sufficiently given or served if served personally or by certified or registered mail, postage prepaid, addressed to the Landlord at the address where rent was last payable, and any notice by the Landlord to Tenant shall be served in a similar manner, such notice being addressed to the Tenant at the leased premises or at such other address as the Tenant shall designate by written notice.

ARTICLE XXIII

WAIVER

No mention in this lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and the failure of Landlord to insist in any one or more instances upon a strict performance of any covenant of this lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

ARTICLE XXIV

HOLDING OVER

In the event Tenant remains in possession of the premises herein leased after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a Tenant from month to month, subject to all the conditions, provisions and obligations of this lease insofar as the same can be applicable to a month-to-month tenancy, but the minimum rent for each of said months shall be double the amount specified in Article II of this lease.

ARTICLE XXV

NON-LIABILITY OF LANDLORD

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part, or for any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas, sewer, sprinkler or steam pipes or air conditioning pipes or plumbing fixtures or from any failure of or defect in any electric line, circuit or facility.

ARTICLE XXVI

~~MERCHANTS ASSOCIATION~~

~~This lease has been entered into by both parties with the knowledge and understanding that the success and progress of _____ Shopping Center, requires the cooperation of both the Landlord and the Tenant. The Tenant agrees to become a member of, participate fully in, and remain in good standing in the _____ Merchants Association (as soon as the same has been formed) and abide by the regulations of such Association. The~~

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