

~~Association shall be organized for the purpose of advancing the civic and commercial well being of Shopping Center, and promoting the general welfare, prosperity, service and reputation of said Center and its surrounding areas; stimulating the public sentiment to these ends and providing the services and information which will encourage the activities necessary to accomplish this objective. It shall also encourage its members to deal fairly and courteously with their customers, to sell their services or merchandise at fair prices, to follow ethical business practices, to assist the business of the Tenant by sales promotions and center-wide advertising and in particular to help the interest of members of the Association.~~

## ARTICLE XXVII

## RULES AND REGULATIONS

The Tenant agrees as follows:

- (a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Owner.
- (b) The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of the Owner are necessary for the proper operation of the leased premises or Shopping Center.
- (c) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- (d) No radio or television or other similar device shall be installed without first obtaining in each instance the Owner's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- (e) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Owner.
- (f) The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Owner, and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (g) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Owner. Tenant shall furnish Owner with State automobile license numbers assigned to Tenant's car or cars and cars of Tenant's employees within five (5) days after taking possession of the premises and shall thereafter notify the Owner of any changes within five (5) days after such changes occur. In the event that the Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then the Owner at its option shall charge the Tenant Ten (\$10.00) Dollars per day per car parked in any area other than those designaed, as and for liquidated damage.
- (h) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
- (i) Tenant shall use at Tenant's cost such pest extermination contractor as Owner may direct and at such intervals as Owner may require.
- (j) Tenant shall not burn any trash or garbage of any kind in or about the leased premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.
- Owner reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the leased premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant.
- Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Owner.

## ARTICLE XXVIII

## MISCELLANEOUS PROVISIONS

- (a) The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Owner, unless such waiver be in writing by Owner.
- (b) No payment by Tenant or receipt by Owner of lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided.
- (c) This lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owner and Tenant concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them and other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Owner or Tenant unless reduced to writing and signed by them.
- (d) Owner does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant. The provisions of this lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.
- (e) The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Owner or Tenant shall be deemed a proper reference