

all plumbing, reasonable wear and tear excepted, and further covenants that it will, at its own expense, repair any damage to the exterior of the said building occasioned or necessitated by the negligence of its agents and employes.

8. Lessor agrees that it will promptly pay, as and when the same become due and payable, all taxes, levies and assessments levied upon the demised premises prior to or during the continuance of this lease, and further agrees that in the event of its default therein Lessee may pay the same and deduct the amount thereof, together with any penalties and interest which may have been paid by Lessee, from the rents next accruing hereunder.

9. Lessor covenants and agrees that it will not, during the continuance of this lease, directly or indirectly, lease, rent or permit to be occupied as a grocery store any premises owned, controlled or leased by Lessor not now used for such purpose, within the project or Center described in the attached Plot Plan.

10. Lessee covenants that it will pay for all water, gas and electricity used on the demised premises during the continuance of this lease, provided Lessee is the sole and only user thereof.

11. Lessee shall have the right to assign this lease or sublet the demised premises, or any portion thereof, with the written consent of the Lessor, it being understood that such consent will not be unreasonably withheld, provided that no such assignment or subletting shall affect or prejudice any of the covenants, conditions or provisions herein contained or release Lessee from any of its obligations hereunder.

12. Lessor covenants that the leased premises and the improvements thereon will, upon completion, comply in every particular with all sanitary, labor and building requirements of all laws applicable thereto now in force.

13. It is further expressly understood and agreed that in the event there be any default in the payment of the rental hereinabove reserved or any breach by Lessee of any of the other covenants on the part of Lessee herein contained, and such default or breach shall continue after thirty (30) days' written notice to Lessee, then and in any such event it shall be lawful for Lessor to re-enter into and upon the said premises, or any part thereof in the name of the whole, and thereupon this lease shall, at the option of Lessor, absolutely terminate. It is further covenanted and agreed between the parties hereto that, for the more