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~~Lessor will at its expense have resurfaced with one and one-half (1 1/2) inch hot asphalt the parking area on the demised premises. Lessee will maintain the parking area during the term of the lease.~~

*Pro-Rata Rental*

3. After completion of the renovating or repairing as per paragraph "1" above, in the event possession is accepted before the first day of the month, a rental shall be paid by the Lessee for the time of occupancy and to cover the period before the first of the month on a pro rata basis of the monthly rental provided herein.

*Equipping, Stocking*

4. The Lessee shall have the right to deliver to and install in said premises or to cause to be delivered to or installed in said premises, any equipment, fixtures, stock or other material to be used by it in the operation of its business, either before the renovating is completed and before final acceptance of the premises by the Lessee or after the renovating is completed but before final acceptance by Lessee, and such delivery and placing of fixtures, equipment or stock or other material in said premises shall in no way be construed as final acceptance or actual possession of the premises by the Lessee and shall not obligate the Lessee to pay rent prior to the full completion of the premises and final acceptance of the same by the Lessee.

*Apparatus for Store Operation*

5. The Lessee shall have the right to run electric wires, steam pipes, water pipes, ammonia lines or make any other installation of such apparatus in the leased premises as may be necessary to install and to effect a successful operation of the conveyor, refrigerating, air conditioning, lighting, and plumbing systems in the leased premises.

*Certificates*

6. No rent shall become due and owing until the completion of all said work required to be performed by the Lessor in accordance with the aforesaid Schedule A and specifications therein set forth, and until a photostatic copy of all proper certificates or permits required by lawful authority, have been given to the Lessee by the Lessor, and until the Lessee's complete acceptance of said demised premises.

*Lessor's Title*

7. The Lessor, at the time of the execution of these presents, has alone full right to lease the same for the term aforesaid. It is expressly understood and agreed that the above covenant of the Lessor constitutes a warranty by him, and that in case he has not the right aforesaid, then in such event, this lease shall become null and void and no rent shall accrue for the term aforesaid or for any part thereof.

*Quiet Enjoyment*

8. The Lessor will put the Lessee in actual possession of the hereby demised premises at the beginning of the term aforesaid or such other date as shall be herein elsewhere agreed upon, and the said Lessee, on paying the said rent and performing the covenants herein agreed by it to be performed, shall and may peaceably and quietly have, hold and enjoy the said demised premises for said term and any extensions thereof.

*Zoning*

9. The Lessor warrants the non-existence of any zoning prohibition against the use of the demised premises for the purpose for which the same is hereby leased, and that should such zoning prohibition be in effect at the time of the execution of this lease or be adopted during the term of this lease or any extension thereof making it impossible for the Lessee to carry on or to continue to carry on its business or any part thereof, at the Lessee's option this lease shall cease and come to an end and no further rent shall be due by the Lessee.

*Signs*

10. The Lessor agrees not to permit anyone to place, erect, maintain or paint any sign or signs on the roof, walls, or any other place upon said demised premises, and the Lessee, if it so desires, may place, erect, maintain or paint any sign or signs thereon, and Lessee may remove such sign or signs at the expiration of the term of this lease or any extension thereof.

*Taxes*

11. The Lessor will pay any and all taxes assessed or imposed upon the said demised premises.

*Water Charges, Sewer Rents*

12. The Lessee shall pay all the water, gas and electricity charges for water, gas and electricity consumed by the Lessee as recorded on separate meters to be installed by the Lessor at the latter's expense. Sewer rents and assessments are considered taxes and shall be paid by Lessor regardless of their being based upon or measured by the amount of water consumed by the Lessee of the demised premises.

*Sanitary*

~~13. The Lessor, at his own expense, will make the leased premises thoroughly sanitary and will put and keep them in first class tenantable condition.~~

*Repairs, Replacements*

14. The Lessee will keep the interior parts of the building on the demised premises in as good repair as same are in when possession hereunder is given to Lessee, except, without limitation, for repairs occasioned by fire, termites, the elements, other casualty or happening, unsafe condition or settling of the building, reasonable wear and tear, structural repairs, ~~repairs to and of the heating equipment and parts thereof, plumbing, water~~