Pro Rata Rental

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. No rent is due until the building and parking lot have been completely constructed and the Lessee has been granted at least fifteen days in which to install its equipment and the Lessee has accepted the building and parking lot complete.

Equipping Stocking

5. 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 building is completed and before final acceptance of the same by the Lessee or after the building 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

6. The Lessee shall have the right to run electric wires, steam pipes, water pipes, refrigeration 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

7. 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 approved plans and specifications, 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.

Personal Covenant

8. The covenant to complete the aforesaid store building, basement and parking lot in accordance with the approved plans and specifications aforesaid, shall be considered a personal covenant and the Lessor shall not be relieved of the obligation to comply with the covenant to complete by an assignment of this lease.

Lessor's Title

9. 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

10. 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

11. 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

12. 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

13. The Lessor will pay any and all taxes assessed or imposed upon the said demised premises. In the event this property is taken into the City, the Lessor will pay County taxes and the Lessee will pay City Taxes.

Water Charges, Sewer Rents

14. 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 [illegible]~~

Sanitary

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

(CONTINUE ON NEXT PAGE)