

(1)

The landlord agrees to carry plate glass and public liability insurance, including contractual liability assumed by the Lessor in its lease to the Lessee, covering the exterior of the premises, including but not limited to sidewalks and parking lot, and pay the premium therefor, said policy to be for the joint benefit of the landlord and tenant with both the landlord and tenant named as insured, and the landlord agrees to deliver to the tenant a certificate showing coverage of both landlord and tenant, or in lieu thereof a duplicate policy.

(2)

The obligation assumed herein by the Lessor to make all needed repairs, that is, repairs not contracted to be made by the Lessee, and the indemnifying clause therefore on the part of the Lessor, shall not be affected by the failure, if any, of the Lessee to notify the Lessor of the needed repairs previous to an accident and consequent damage claim. The Lessor shall be presumed to have knowledge of the need of all repairs that he has contracted to make, regardless of notice from the Lessee.

(3)

The Lessor agrees that he will not lease, rent or permit to be occupied for sale of food stuffs or for such operation or business as super market, grocery store, meat market, poultry market, fish market, fruit market, vegetable market, produce market or any combination or portion thereof any store or building in the Shopping Center or any addition to or expansion thereof, or on any land owned or acquired by the Lessor, or in which he is directly or indirectly interested within 1500-ft. of any part of the land covered by said Shopping Center during the term of this lease and any extensions thereof.

(4)

In addition to and not in limitation of any other rights which Lessee shall or may have, Lessee, at its sole cost and expense, may at any time remodel, make alterations, improvements and additions enlarging and extending the building on the demised premises provided it complies with all laws, ordinances and requirements of any and all Federal, State, Municipal and/or other authorities and of the Board of Fire Underwriters; and provided further that Lessee shall first submit the plans and specifications therefore to Lessor for its approval (which approval shall not be unreasonably withheld); and at the expiration or termination of the term or extension thereof, all such improvements and additions (exclusive of fixtures) shall be surrendered to and become the property of Lessor.

(5)

Neither Lessor nor anyone claiming by, through, under or in behalf of Lessor, shall have any claim, right of action or right of subrogation against Lessee for or based upon any loss or damage caused by fire, explosion or other casualty (not limited to the foregoing) relating to the demised premises or property therein, whether such fire, explosion or other casualty shall arise from the negligence of Lessee, its agents or employees, or otherwise.

-7- G. B. N.  
L. E. T.  
J. M.

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