

If, however, Tenant does open its store for business in the leased premises prior to the time hereinabove mentioned, then on and after such opening and until the happenings under sub-sections (i), (ii) and (iii) hereof shall have occurred, the fixed rent under Section (a) of Article 2 shall be suspended and the only rent to be paid by Tenant shall be a sum equal to the percentages of the monthly cash receipts of sales, as the same are fixed in Section (b) of Article 2 and as such receipts are therein defined, payable on or before the 25th of the next succeeding month.

Exclusives

9. Landlord covenants and agrees that, during the continuance of this lease, no other portion of the entire property shown on said attached plan will be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist. This provision shall also apply to any additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which may be adjacent to said Shopping Center, or which may be added to or used in conjunction therewith. The provisions of this Article shall not be applicable to the businesses described in sub-sections (1) and (2) of Section (a) of Article 8 nor to a department store with not less than 100,000 square feet of floor area to be operated by J. C. Penney & Co. if installed in said Shopping Center.

under Reading fulfilled after 508 below

Utilities

10. (a) Tenant shall pay when due all bills for water, gas and electricity used on the leased premises after date of Tenant's possession and until expiration of term. Unless otherwise specified by Tenant the source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. If Landlord shall furnish electricity the standards of which shall be comparable to local utility company or municipality, as applicable, Tenant shall purchase same from Landlord at rates not to exceed that of the local utility company or municipality for like amount and class of service. Landlord shall furnish to the leased premises at all times sufficient gas, electric and water service lines, also sewer lines, all of sufficient capacity as required by Tenant and connected to an adequate source of supply or disposal. Landlord shall pay all bills for sewer rents or sewer charges.

(b) Landlord shall, subject to events beyond its reasonable control, furnish to the leased premises at all times during Tenant's business hours, heating, cooling and ventilating, whichever may be appropriate from time to time, to meet the following criteria:

<u>Outdoor</u>		
Summer	95° F. Dry Bulb	77° F. Wet Bulb
Winter	19° F. Dry Bulb	
<u>Leased Premises</u>		
Winter	72° F. Dry Bulb	
<u>Cooled (Sales) Area</u>		
Summer	80° F. Dry Bulb	50% Relative Humidity

It is understood that cooling shall be provided by chilled water from a central system and that heating shall be provided by use of resistance heaters installed in ducts.

At all other times, when outdoor temperature is below 40° F. Dry Bulb, Landlord shall furnish heat to maintain a temperature of 60° F. Dry Bulb in leased premises.

(c) Tenant shall pay to Landlord for heating, ventilating and air conditioning of the leased premises and the enclosed mall and providing heated make up air for food preparation areas, the sum of \$377.50 per month.

GMA