

Alter-
ations
by
Tenant

14. Tenant, at Tenant's cost and expense, may make alterations and additions (but shall obtain Landlord's consent before making any structural changes except to ~~store fronts~~, partitions, floors, electric, plumbing and heating). Landlord shall co-operate in securing necessary permits and authority. Tenant shall not permit any mechanics' or other liens to stand against the property for work or material furnished Tenant.

Assign-
ment
and
Sub-
let-
ting

15. Except as provided in Sections (a), (b) and (c) hereof, Tenant's interest under this lease shall not be assigned, nor shall the leased premises be sublet, without the prior written consent of Landlord, which Landlord agrees not to unreasonably or arbitrarily withhold or refuse.

(a) Tenant's interest under this lease may, at any time and from time to time, be assigned and re-assigned, provided that any such assignment or re-assignment be only to a corporation which is subsidiary to or affiliated with Tenant, or to a corporation resulting from any consolidation, reorganization or merger to which Tenant, or any of its subsidiaries or affiliates, may be a party and engaged in the same business. Tenant may also, at any time and from time to time, sublet or license or permit a portion or portions of the leased premises to be used for concessions, leased or licensed departments and demonstrations in connection with and as part of the operation of Tenant's store, the cash receipts of sales therefrom to be included in the cash receipts of sales of Tenant as defined in Section (b) of Article 2.

not in violation of any then existing exclusive use restrictions theretofore granted by Landlord to any other tenant in said Shopping Center. *Ella*

(b) At any time and from time to time, after at least three years' operation of its store in the leased premises, Tenant may sublet a portion of the leased premises, to any person, firm or corporation, other than a corporation described in Section (a) hereof, for any lawful retail business. In such case the cash receipts of sales of such sub-tenant (but not the sub-rentals paid by such sub-tenant), shall be included in the cash receipts of sales of Tenant as defined in Section (b) of Article 2. Landlord shall, from time to time and within 10 days after request from Tenant, advise Tenant of any such exclusive use restrictions and if Landlord shall fail to do so it shall be conclusively presumed that there are no such restrictions.

not in violation of any then existing exclusive use restrictions theretofore granted by Landlord to any other tenant in said Shopping Center.

(c) At any time and from time to time, after at least three years' operation of its store in the leased premises, Tenant may discontinue such operation and sublet all or parts of the leased premises to any persons, firms or corporations, other than a corporation described in Section (a) hereof, for any lawful retail businesses. In such case Tenant shall pay to Landlord as annual rent for the leased premises for the remainder of the term hereof, in lieu of both the fixed and additional percentage rents provided in Article 2, a fixed amount equal to the fixed and additional percentage rents paid by Tenant during the lease year immediately preceding such subletting; such amount to be payable in equal monthly installments in advance on the first day of each and every month. Landlord shall, from time to time and within 10 days after request from Tenant, advise Tenant of any such exclusive use restrictions and if Landlord shall fail to do so it shall be conclusively presumed that there are no such restrictions.

Notwithstanding any assignment, re-assignment or subletting as above provided, Walgreen Co. shall not be released from liability under this lease. *Ella*

Fire

16. (a) If the leased premises or the building containing the same be damaged or destroyed by fire or other casualty, then Landlord, forthwith and with due diligence, shall repair and restore said building and premises to their condition immediately prior to such damage or destruction; and the rents shall abate proportionately according to the extent of such damage or destruction. Under no circumstances shall Tenant be liable for any loss or damage to said building or premises resulting from fire or other casualty.

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