

21. If Tenant shall exercise Tenant's option under Section (b) of Article 3 to terminate this lease effective as of the last day of the 120th full calendar month of the term, Tenant shall pay to Landlord, on or before the date upon which Tenant shall vacate the leased premises pursuant to such termination, the sum of \$29,445.00 but Tenant shall have no obligation to make any payment to Landlord by reason of having exercised Tenant's option under Section (b) of Article 3 to terminate this lease as of any subsequent date.

22. If within the 20-day period prior to the opening of Tenant's entire store, Tenant shall commence the service, on the leased premises, of food and beverages for consumption on the premises, such service, prior to the opening of Tenant's entire store, shall not constitute opening for business under the provisions of Section (a) of Article 2, but, instead, the receipts from such service shall be included with the cash receipts of sales for the first period under Section (b) of Article 2.

23. If all other tenants in said Shopping Center shall also do so on not less than the same basis, Tenant shall during the term, become and remain a member of a Merchants Association, the purpose of which shall be to engage in the general promotion of said Shopping Center, and shall contribute a pro rata share of the cost and expense thereof. Tenant's share shall be in the same proportion to the total of such cost and expense contributed by all tenants as the square foot floor area of the leased premises is to the square foot floor area of all buildings in said Shopping Center, but shall, in no event, exceed the sum of \$1,510.00 per lease year. Landlord shall, from time to time, contribute to said Association sums equal to 25% of the amount contributed by all tenants, but shall not have any right in the administration thereof.

24. Tenant covenants and agrees - -

(a) That Tenant will limit temporary signs to 20% of show window area at any one time.

(b) That Tenant will not maintain or display vending machines, show cases or coin operated or other selling devices or maintain any other property in mall areas, parking areas or other common areas of the Shopping Center.

(c) That Tenant will not permit public address systems, phonographs, radios or other sound devices to be used on the leased premises so that same can be heard on the outside thereof and Tenant will not permit television devices or flashing or flickering lights on the leased premises so that same can be seen from the outside thereof.

25. Except for claims, actions and lawsuits resulting from fire or other casualty, Landlord and Tenant shall each defend the other against claims, actions and lawsuits resulting from their own respective actual or alleged negligent acts or omissions and from the actual or alleged negligent acts and omissions of their respective employees in the course of their employment. Except for fire or other casualty, Landlord and Tenant shall each indemnify and hold harmless the other against and from any and all loss, cost and expense resulting from their own respective negligent acts and omissions or from the negligent acts and omissions of their respective employees in the course of their employment.

*Ella*

(Continued on next page)