

III.

During the term of this lease the LANDLORD shall pay all taxes and assessments imposed on the demised premises by any lawful authority.

IV.

During the term of this lease the TENANT shall provide and pay for all lights, heat, water, and sewer charges upon said demised premises.

V.

It is understood and agreed that the LANDLORD is to construct a building on the premises agreed upon by the parties and said building is to be according to the plans and specifications heretofore agreed upon by the parties and said plans and specifications are expressly made a part of this indenture by reference, the same having been initialed by the parties hereto, said building generally to be 75 feet wide and 150 feet long and of masonry construction, consisting of a masonry floor covered with asphalt tile, proper electrical outlets and lighting fixtures and adequate rest room facilities, however, not including heating and air conditioning equipment. It is understood and agreed that this building shall be completed according to the plans and specifications on or before August 1st, 1962.

VI.

It is understood and agreed that this lease is subject to certain conditions, among which are, that the LANDLORD will also lease for a similar period of time and under similar terms to those contained in this lease, space in the contemplated shopping center to the Ben Franklin Stores and to the Western Auto Stores Companies and that buildings for all of the tenants, including the tenant in this lease shall be ready for occupancy along with suitable parking facilities on or before August 1st, 1962, and if the LANDLORD does not fulfill these conditions, then this lease agreement shall be null and void and of no effect and not be binding upon either of the parties hereto. If the aforementioned companies do not become tenants in said shopping center, and others are obtained in their place, then written acceptance of the substituted tenants shall be given by the TENANT herein in order for this lease to remain valid and binding.

VII.

It is understood and agreed that once the TENANT takes occupancy of the building, this shall constitute acceptance of the building according to the plans and specifications and the LANDLORD shall not be required to do further work unless the parties hereto in writing make some agreement with regard thereto, and thereafter the LANDLORD shall be responsible for the maintenance of the roof and outer walls and plate glass on the exterior of the building and otherwise the TENANT shall be responsible for maintaining the interior of the building and the normal maintenance of the equipment therein.