

Con-
struc-
tion
by
Land-
lord

5. (a) Before delivering possession of the leased premises to Tenant, Landlord shall erect and complete the aforesaid new building containing the leased premises, which new building shall be a modern one story structure. That portion of said new building containing the leased premises shall be of such exterior and structural design and character as is acceptable to Tenant and as will also meet Tenant's requirements for its permanent exterior signs, which may extend above the leased premises on but not over the top of the parapet wall of the building. The leased premises shall be erected and completed by Landlord, and shall contain Tenant's specific requirements for the operation of Tenant's business, which requirements will include, among other things, the items and installations listed in Exhibit "A" hereto attached and made part hereof, and which are to be in conformity with Tenant's plans and specifications. The parapet wall of the building containing the leased premises shall extend to a height of at least 20 feet above the sidewalk and shall, except for the parapet wall of the business described in subsection (1) of Section (a) of Article 8, be at least as high as the parapet wall of all other premises in said Shopping Center. All such work by Landlord shall be done by contractors selected by Landlord and acceptable to Tenant and shall comply with the requirements of public authorities.

(b) Landlord shall furnish to Tenant architectural drawings and full details and information relative to said new building, so that Tenant may be enabled to prepare and furnish to Landlord Tenant's plans and specifications covering Tenant's specific requirements. Tenant's said plans and specifications shall be furnished to Landlord within three months after the execution and delivery of this lease or the receipt of said drawings, details and information from Landlord, whichever is later. Thereafter, Tenant shall have the right to make changes, substitutions and eliminations in its said plans and specifications because of any mechanical changes or additions desired by Tenant or because of any revisions of Tenant's fixture layout, and Tenant shall pay any additional cost thereof unless any such changes, substitutions or eliminations are the result of changes made by Landlord or of requirements of public authority. The standards of quality in Tenant's said plans and specifications shall not exceed such standards in the plans and specifications for the Walgreen store in Lauderhill Shopping Center, Lauderhill, Florida, except that there shall be differences in requirements with respect to heating and cooling, and that motorized rolling grills may be substituted for sliding doors in the enclosed Mall.

(c) It is understood and agreed that Tenant shall, in no event, be obligated to furnish Tenant's said plans and specifications until Landlord shall have furnished to Tenant evidence of title as required in Section (a) of Article 20.

Opening

6. Tenant shall open its store for business in the leased premises within a reasonable time, but not later than three months after Landlord has completed all construction and has delivered possession as above provided, subject to extension equal to any delays occasioned by strikes, casualties, governmental restrictions, priorities or allocations, inability to obtain materials or labor, denial of licenses to operate a pharmacy and to conduct its business, or other causes beyond Tenant's control; but Tenant shall have no liability for failure to open its store within said period, except that rent shall commence as of the date its store should have been opened, allowing for delays as herein provided.

Parking

7. It is an express condition of this lease that at all times during the continuance of this lease, Landlord shall provide, maintain, repair, adequately light when necessary during Tenant's business hours, clean, promptly remove snow and ice from, supervise and keep available the Parking Areas as shown on said attached plan (which Parking Areas shall provide for the parking of at least 1,400 automobiles), and also adequate service and receiving areas, pedestrian malls, (including the enclosed Mall as shown on attached plan, the floor of which shall be level and of the same level as the first floor of the leased premises and which shall have a minimum ceiling height of at least 15 feet, said ceiling height to be of one level adjoining the leased premises), sidewalks, curbs, roadways and other facilities appurtenant thereto and shall adequately light and ventilate said enclosed Mall and shall heat and cool same as hereinafter set forth. Said Parking Areas shall be for the free and exclusive use of customers, invitees and employees of Tenant and of other occupants of said Shopping Center, shall be level and shall be suitably paved and drained and the portion thereof outlined in green on attached plan shall be on one plane. Said Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on attached plan. Automobile traffic aisles in said Parking Areas shall run in directions shown on attached plan.

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