

21. If the general real estate taxes (excluding all special benefit taxes and special assessments ) levied and assessed against the land and buildings shown on attached plan for the second full tax year after such taxes shall have been initially levied and assessed against said land and buildings as fully completed, or for any tax year thereafter during the term, shall be increased over such taxes levied and assessed for the first full tax year after such taxes shall have been so initially levied and assessed, then and in such event, and upon request from Landlord, accompanied by a paid tax bill or photocopy thereof, Tenant shall pay to Landlord the amount of such increase multiplied by a fraction the numerator of which shall be 14,560 and the denominator of which shall be the square foot floor area in all buildings as shown on said plan.

It is understood that any increase in such taxes by reason of improvements made by anyone other than Tenant in and about the buildings on said land shall not be chargeable to Tenant under this Article and it is further understood that any liability hereunder for any period in which the lease term shall not cover an entire tax year shall be properly prorated to reflect the period of Tenant's possession under this lease.

Tenant shall have the right, and is hereby irrevocably authorized and directed to deduct amounts payable under the provisions of this Article in each lease year from additional percentage rents under Section (b) of Article 2 for such lease year, or in the alternative, Tenant shall have no liability hereunder for any tax year to the extent that Tenant has paid additional percentage rents under Section (b) of Article 2 for such tax year.

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, at least during the first two lease years of 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 \$1,456.00 per lease year. Landlord shall, from time to time, contribute to said Association sums equal to 25% of the amount contributed by all tenants.

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