

*[Signature]*  
Principal  
and Additional  
Tenants

the day actual possession is accepted by LESSEE and the term of this lease shall commence on that day instead of on the date of the commencement of the term as set forth in this lease and the initial term of this lease shall run for fifteen years from that date.

6. [LESSOR, as a condition hereto, and in order to induce LESSEE to enter into this lease, represents, warrants and covenants with LESSEE that at the time of the opening of the A & P Store

LESSOR will have bona fide leases with :

- Woolco Department Store, 105,817 sq. ft. (Now Operating)
- Edward's Variety, 48,125 sq. ft.
- Walgreen's, 14,500 sq. ft.

herein referred to as "principal tenants," for retail stores, each to be situated in the buildings shown on Plot Plan dated ; and LESSOR shall certify in writing to LESSEE not later than forty-five days prior to completion and delivery of the demised premises to LESSEE, that leases then exist with at least ten ( 10 ) additional tenants, over and above the principal tenants, occupying in the aggregate at least 30,000 square feet of ground floor retail space in said Center.

If the said principal tenants and fifty ( 50 % ) percent of the additional tenants are not in actual possession of their respective premises and doing business therein on or before May 1st, 1970,

then LESSEE, at its option, may (i) terminate and cancel this lease, by notice in writing to LESSOR, or (ii) may open for or continue in business but on and after the aforementioned date or such opening, the rental fixed under paragraph designated "Term, Rent" of this lease shall be suspended until such time as such tenants are in actual possession of their respective premises and doing business therein.]

Pro Rata  
Rental

In the event possession is accepted before the first day of the month, a rental shall be paid by LESSEE for the time of occupancy and to cover the period before the first of the month on a pro rata basis of the monthly rental provided herein.

Equipping,  
Stocking

7. LESSEE shall have the right to deliver to and install in said premises or to cause to be delivered to or installed in said premises, any equipment, fixtures, stock or other material to be used by it in the operation of its business, either before the building is completed and before final acceptance of the same by LESSEE or after the building is completed but before final acceptance by LESSEE, and such delivery and placing of fixtures, equipment or stock or other material in said premises shall in no way be construed as final acceptance or actual possession of the premises by LESSEE and shall not obligate LESSEE to pay rent prior to the full completion of the premises and final acceptance of the same by LESSEE.

Apparatus  
for Store  
Operation

8. LESSEE shall have the right to run electric wires, steam pipes, water pipes, refrigeration lines or make any other installation of such apparatus in the leased premises as may be necessary to install and to effect a successful operation of the conveyor, refrigerating, air conditioning, lighting, and plumbing systems in the leased premises.

Certificates

9. No rent shall become due and owing until the completion of all said work required to be performed by LESSOR in accordance with the aforesaid approved plans and specifications, and until a photostatic copy of all proper certificates or permits required by lawful authority, have been given to LESSEE by LESSOR, and until LESSEE'S complete acceptance of said demised premises.

*[Signature]*  
Personal  
Covenant

10. The covenant to complete the aforesaid store building, ~~basement~~, [Center] and parking lot in accordance with the approved plans and specifications aforesaid, shall be considered a personal covenant and LESSOR shall not be relieved of the obligation to comply with the covenant to complete by an assignment of this lease.

Lessor's  
Title

11. LESSOR, at the time of the execution of these presents, has alone full right to lease the same for the