

third parties. Tenant shall have the right at its election to terminate this lease for any breach of the foregoing provisions of this Article that shall not be cured by Landlord within thirty (30) days after Tenant shall give Landlord notice thereof. Landlord agrees that upon the request of Tenant in writing, Landlord's attorney will deliver to Tenant within fourteen (14) days after receipt of such request a certificate as to the Landlord's title to the Shopping Center, including without limitation, all encumbrances and restrictions, if any, upon the Main Building and the rights of Tenant under this lease, and as to Landlord's power to execute and deliver this lease in accordance with all of the terms and conditions set forth herein. Without limiting the generality of the foregoing, if at any time during the term of this lease any person having a prior right to Tenant, except one whose right is specified in said Exhibit C, shall cause an injunction to be entered against Tenant restricting Tenant's using or enjoying the Main Building or any rights of Tenant under this lease, and if said injunction shall not be dismissed within thirty (30) days after Tenant shall give Landlord notice thereof, then Tenant, without waiving any other rights Tenant may have against Landlord on account thereof, may terminate this lease by giving Landlord notice thereof. If it shall reasonably require more than thirty (30) days to cure said breach or dismiss said injunction, said period of thirty (30) days shall be extended so long as Landlord shall be diligently prosecuting the curing of said breach or the dismissing of said injunction, as the case may be. The rights of Tenant under this lease shall include, without limitation, the right of Tenant to use the Gas Areas as in this lease provided.

Commencement Date is defined in Article 5.2 of said Lease as follows:

5.2 An "opening Thursday" shall be either (i) that Thursday thirty-one (31) days before Easter, (ii) that Thursday ten (10) days before Mother's Day, (iii) that Thursday Twenty-five (25) days before Labor Day, or (iv) any Thursday between October 20 and November 10. The Commencement Date of the term of this lease shall be the first opening Thursday after the last to occur of the following:

- (1) The thirtieth day after the completion of so much of Landlord's Construction Work as relates to the Main Building;
- (2) the twentieth day after the completion of so much of Landlord's Construction Work as relates to the Common Areas;
- (3) the twentieth day after Landlord shall deliver to Tenant a certificate of occupancy (or its equivalent), if the same shall be issuable in accordance with local law or custom;
- (4) the sixtieth day after "the fixture day" (hereinafter defined);
- (5) the seventieth day after Tenant shall receive from Landlord a ten days' notice of the arrival of the fixture day; and
- (6) April 15, 1970,

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