


Landlord's
Representations and
Warranties
(Cont'd)

- (b) Any buildings or other structures shall be erected or constructed only within the confines of the building site or sites (or future building sites) shown on said Exhibit "A", and upon no other part of the land described in said Exhibit "A". The land described in said Exhibit "A" shall consist of not less than eighteen and one-half (18.5) acres;
- (c) Completion of buildings comprised of not less than six (6) individual store units having an aggregate of not less than one hundred twenty thousand (120,000) square feet of gross rentable floor area and not less than seven hundred (700) lineal feet of store frontage, all relatively located as shown on said Exhibit "A". Tenant's store unit, the number of square feet of gross rentable floor area therein and the lineal feet of store frontage thereof shall be included in the foregoing totals;
- (d) Store premises (excluding Tenant's store unit) having an aggregate of seventy-nine thousand (79,000) square feet of gross floor area shall be leased and open for business; provided, however, included in said store premises required to be leased and open for business shall be store premises occupied by the tenants hereinafter set forth in this Article, each of which tenants shall, so long as each be in occupancy of any store premises in said Commercial Development, occupy store premises which shall be in the relative location shown on Exhibit "A" and shall be of the dimensions hereinafter set forth:
- | | | |
|--------------|---------------|--|
| W. T. Grant | 298' x 202' |  |
| Big Star | 124.5' x 154' | |
| Misc. stores | 178.5' x 85' | |

Notwithstanding the provisions of Article 10 or any other provision of this lease, the lease term shall not commence and said annual minimum rental, and other charges payable under this lease, shall not commence to accrue until the foregoing representations and warranties shall have been fulfilled; provided, however, in the event that Tenant shall elect to open its store for business before the Landlord shall have fulfilled the foregoing representations and warranties, the term of this lease shall commence, but Tenant shall not be obligated to pay the annual minimum rental or the additional rental; provided, further, in lieu thereof, Tenant shall pay monthly in arrears one per cent (1%) of said gross sales and Tenant shall continue said payment until Landlord's said representations and warranties shall be fulfilled, at which time Tenant shall commence payment of the rental as set forth in Article 3 and 4 hereof.

In the event Landlord's said representations and warranties shall not be fulfilled within twelve (12) months after such date as Tenant shall open its said store unit for business, Tenant may notify Landlord in writing thereof and Landlord shall have ninety (90) days within which to fulfill said representations and warranties. If said representations and warranties shall not have been fulfilled within said ninety (90) day period, Tenant thereafter shall have the option of terminating this lease by notice to Landlord, which notice shall state an effective date of terminations of not less than sixty (60) days from the date of such notice.

Option
to Extend
Lease

12. (a) Tenant shall have the options to extend the term of this lease for four additional successive periods of five (5) years upon the same terms and conditions of this lease, which options shall be exercised by notice to Landlord not less than six (6) months prior to expiration of the term of this lease, or any renewal thereof.

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*These stores are to be located on Exhibit "A" between Big Star and Eckerd's.

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