

year of the term of this lease, then for said lease year Tenant shall pay to Landlord as rent (in addition to all other rents payable) the amount of such excess. The base lease year of the term of this lease shall be the year ~~1977~~ ¹⁹⁸⁰ J.D.

The real estate taxes assessed against the premises for a particular year shall be deemed to be seven (7%) percent of the real estate taxes assessed against the shopping center for that particular lease year.

Upon receipt of each bill for real estate taxes assessed against the shopping center, Landlord shall advise Tenant of the amount thereof and the portion thereof, if any, payable by Tenant and Tenant shall pay said portion to Landlord upon demand. If the term of this lease shall terminate at a time other than the last day of a lease year, except in the case of a termination pursuant to any provisions of this lease, a proper apportionment shall be made.

TWENTY-EIGHT. LAY-OUT OF SHOPPING CENTER. This lease does not guarantee a continuance of light and air over any property adjoining the premises and the reference herein made to the Plan setting forth the general lay-out of the buildings, parking areas, and other improvements shall not be deemed to be a warranty, or representation. However, the premises when constructed, will be substantially in dimensions and size as indicated on the site plan attached as Exhibit "A".

TWENTY-NINE. ENTIRE AGREEMENT. Tenant agrees that Landlord has not made any statement, promise or agreement, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligations of the Landlord shall be implied in addition to the obligations herein expressed.

All notices to be given hereunder by either party shall be in writing and shall be sent by registered or certified mail,