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## **Dollar Tree Lease Provisions: Landlord Responsibilities**

### **Code Compliance.**

- a. **Landlord warrants** that, to the best of Landlord's knowledge, **as of the Delivery Date**, the building in which the Premises are a part (the "Building") and the Premises are in **compliance** in all material respects with the requirements of all applicable laws, **codes**, rules, and regulations of any municipality or governmental authority having jurisdiction with respect to the condition of such Building and Premises ("Applicable Laws")....
- b. **The foregoing warranty shall not apply to that work to be undertaken by Tenant according to Tenant's plans** ("Tenant's Work"). In addition, in the event any structural modifications to the portion of the Building or the Premises are required by the requirements of Applicable Laws or insurance regulations, Landlord shall be responsible to perform any such modifications unless such modifications are considered part of Tenant's Work. Nothing contained herein shall negate Landlord's or Tenant's right to challenge any such requirements in administrative and/or judicial proceedings. Nothing contained herein shall be interpreted to require the Landlord to make modifications of, improvements to or upgrades of the Building or the Premises which otherwise would not be required due to the operation of one or more exemption or "grandfather" provisions of Applicable Laws.

### **REPAIRS AND ALTERATIONS**

- c. **Repairs by Landlord.** Landlord shall keep the **foundations, roof, floor slab**, and structural portions of the **outer walls** of the Premises in good repair, except for repairs required thereto by reason of the acts of Tenant, Tenant's employees, agents, licensees, or contractors.
  - d. **Tenant's Portion of Construction.** **It is expressly understood that Landlord shall not be responsible for any portions of the Premises constructed by Tenant.**
2. **Repairs by Tenant.** Except as provided in Subsection K.1, Tenant shall keep:
- a. **Premises.** The Premises and every part thereof and any **fixtures, facilities, or equipment** contained therein, in good condition and repair, including, but not limited to, **exterior and interior** portions of all **doors, door checks** and their operation, **windows, plate glass**, and **showcases** surrounding the Premises, the **heating, air conditioning, electrical, plumbing (excluding any repair to the sprinkler system) and sewer systems**, the exterior doors, **window frames**, and all portions of the store front area, and shall make any replacements thereof of all broken and/or cracked plate and window glass which may become necessary during the Lease Term...
  - b. **HVAC system.** In connection with Tenant's obligation to maintain the HVAC system servicing the Premises, Tenant shall, during the Lease Term, and any Renewal Term(s) thereof, at its sole cost and expense, **maintain a service contract** for the routine performance of standard **HVAC system** maintenance, including but not limited to, quarterly replacement of filters, oiling of mechanical components and inspection for wear and tear. Within fifteen (15) days of

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Landlord's written request, Tenant shall provide Landlord with a copy of the foregoing HVAC service contract.

#### INDEMNITY AND INSURANCE

3. Indemnification by Tenant. Except to the extent caused by Landlord's negligence, **Tenant will indemnify and hold Landlord harmless from**, for and against all loss, cost, claim, expense, and liability (including Landlord's costs of defending against the foregoing, such cost to include reasonable attorney's fees and costs) resulting or occurring by reason of **Tenant's** (or its employees, contractors, or subtenants) use of the Shopping Center or **construction**, use, or occupancy **of the Premises** or by reason of use of the Premises by Tenant's invitees or by reason of Tenant's breach of any representation and warranties made by Tenant contained in this Lease or Tenant's operation and maintenance of the Premises or failure to perform any of its obligations under this Lease.

#### EXHIBIT C

##### LANDLORD'S WORK and TENANT'S WORK

###### Landlord's Work

In addition to any work required of Landlord pursuant to Section D.7 of the Lease, Landlord shall deliver the Premises to Tenant in accordance with this Lease with (a) **telephone line(s) to the D-mark** in the Premises, (b) the **plumbing and electrical lines** and fixtures in the Premises in good working order, (c) all **doors and plate glass** in the Premises in good working order, and (d) all **signs of previous tenants removed** from the Premises and the **sign band patched** and painted. **Landlord will not be required to perform any other work to ready the Premises for Tenant's occupancy.**

###### Tenant's Work

Upon the Turnover Date, Tenant shall, at its expense, perform all tenant improvements required to ready the Premises for Tenant's use as a Dollar Tree store **in accordance with the plans and specifications** attached as Exhibit C-1. Tenant will obtain any permits required for such work and will diligently pursue Tenant improvements to the Premises to completion in a good and workmanlike manner. Such work shall be performed in accordance with all Applicable Laws. Prior to any entry onto the Premises or any commencement of construction, Tenant shall deliver to Landlord certificates of insurance evidencing that all insurance required by the Lease has been obtained by Tenant. Landlord shall be entitled to post upon the Premises a Notice of Nonresponsibility and maintain the same upon the Premises throughout the construction period.