

this lease: Provided, always, that if any monthly payment of rent herein before reserved, or any part thereof, shall be in arrears or unpaid for fifteen days, or if default shall be made in any of the covenants herein contained on the part or behalf of said Lessee, its successors and assigns to be kept and performed, such default continuing for a period of fifteen days after written notice thereof shall have been given to said Lessee by the Lessor, then upon any such default the Lessor may declare this lease terminated and from thenceforth it shall and may be lawful for him to reenter into and upon said demised premises and every part thereof, and remove all persons therefrom, and to have again and repossess the same as in their former state, without prejudice to other remedies.

The Lessor, as a part of the consideration for this lease, does hereby give and grant to the said Lessee, its successors and assigns, an option to renew this lease for an additional period of five (5) years, to commence immediately upon the expiration of the term herein granted, at an annual rental of thirty-five thousand (\$35,000.00) dollars, which rent shall be payable as provided herein for the rent for the original term; provided the lessee shall avail itself of this option not less than one year before the expiration of the aforesaid original term, by giving written notice thereof to the Lessor.

The said Lessor does covenant that the Lessee, its successors and assigns, upon paying the rent and performing the covenants and agreements herein provided shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

The Lessor does covenant that he will complete the building according to the present plans and specifications, prepared by Martin & Ward, Architects, and will keep the roof tight and maintain in good repair the exterior brick and cornice work and the plate glass fronts on Main and Brown Streets, but he shall not be required to keep the same painted.

The Lessor covenants that he will install at his own expense the two passenger elevators, the two rest rooms, the kitchen, the gas and water connections and the plumbing according to the plans and specifications above mentioned, the heating plant and fixtures according to plans and specifications prepared by Poe Hardware & Supply Company, and will equip the building with the lighting fixtures already ordered for that purpose. The Lessee is given the privilege of installing an electric freight elevator in the place now occupied by a hand-power elevator, and to extend the shaft through the third floor, at the expense of the Lessor, to be paid upon completion of the installation, provided that the Lessor shall not be required to expend over two thousand (\$2,000.) dollars therefor.

And the Lessee does hereby covenant with the Lessor, that the Lessee, during the said term, will pay to the Lessor said rent at the times and in the manner aforesaid, and will keep the said premises in as good order and repair as when delivered to it, damage by fire or other casualty or happening beyond the control of the Lessee excepted; and at the expiration of the term, Lessee will remove its goods and effects, and will peaceably yield up to the lessor the said premises in as good order and repair as when delivered to it, damage by fire, casualty or act on the part of any Governmental authority, ordinary wear and tear and damage by the elements excepted.

That during said term the Lessee will permit no act or thing to be done upon said premises, which will make void or voidable any insurance on said premises or building against fire but the Lessee shall have the right to make alterations, changes and improvements to and remodel the premises -

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inside and outside, at its own expense, provided that the work thereof shall be done in conformity with the building laws of the City, County and State; that no addition or alteration to or upon the said premises shall be made which will endanger the safety of the building; and the Lessor covenants and agrees, upon demand at any time after the execution of this lease to properly execute or cause to be properly executed and delivered to said Lessee all applications, consents and other instruments, which may be necessary or required by any and all public or quasi-public authorities, permitting and authorizing such alterations, changes and improvements and remodeling. In case any act of the Lessee, or its tenants, shall increase the Lessor's insurance rate, such increase shall be paid by the Lessee.

Provided, however, that at the end of said lease or earlier termination through default of the Lessee said premises shall be restored by the Lessee to the condition they are in when said building to be erected is completed, ordinary wear and tear and damage by the elements excepted, unless the Lessor shall elect to receive said premises in the condition they are in at that time. That Lessee will not assign this lease without the written consent of the Lessor, but may sub-let the demised premises or any part thereof for any lawful business which shall not be extra hazardous on account of fire.

That Lessor may, during the term, at reasonable times enter upon the premises and may show the premises and buildings to others; at any time within three months next before the expiration of said term Lessor may affix to any suitable part of said premises a notice for letting or selling the premises or building, and keep the same affixed without hindrance or molestation.

Provided, always, that in case the building to be erected is destroyed by fire or other casualty, that this lease shall continue in force and effect and the said Lessor shall restore with due diligence the said building to its condition immediately prior to said destruction, the said Lessee not being liable for any rent whatever from the time of said destruction until the building is so restored and is again ready for occupancy. In case the said building is only partially damaged by fire or other casualty, then that part of the demised premises so damaged or destroyed shall be restored to their condition immediately prior to said damage or destruction with due diligence by the Lessor, and a just proportion of the rent hereinbefore reserved, according to the extent of the injury sustained by the demised premises shall be suspended or abated until the demised premises shall have been restored and put in proper condition for use and occupancy.

In the event the building to be erected shall at any time be declared unsafe by any authority having jurisdiction, the said premises shall be repaired forthwith by the Lessor, and a just proportion of the rents herein reserved shall be suspended and abated until the demised premises shall have been put in proper condition for use and occupancy.

And in case the parties hereto cannot agree upon the deduction of said rent to be made as above provided, they shall refer the matter to two arbitrators, one to be selected by the Lessor and one by the Lessee, and said arbitrators to select a third if they shall disagree, and the decision of a majority of said arbitrators in writing shall be final and binding.

All notices required or agreed to be given herein to either party shall be in writing and given by personal delivery to the Lessor or to one of the executive officers of the Lessee, or shall be sent by registered mail to the address of the party intended to be notified at his or its last -

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