

designated persons under the trust deed, their successors, heirs and assigns. It is agreed, however, that all furniture, furnishings, auditorium seats and fixtures installed for professional use may be removed by the Lessee, or its successors or assigns, the removal thereof to be made in a careful manner so as not to damage the building, and should damages occur by reason of such removal the same shall be repaired by the Lessee.

It is further agreed, that the building planned for construction, when completed, shall be kept insured against damages or loss by fire or other casualty for the protection and benefit of both Lessor and Lessee, the premiums for such insurance with taxes assessed to be paid by the Lessee for the first fifteen years of this lease and paid by the Lessor for the remainder of the lease term, and in the event of any such damages the proceeds from the insurance shall be used for repairs, but should the building be destroyed or damaged beyond repair then, at the option of either party hereto, the proceeds from said insurance shall be divided upon the basis of the accrued rights of ownership in the building considered in thirty equal annual parts, so that during the first year of this lease a one-thirtieth of the building shall be regarded as the property of the Lessor, under the insurance policy, and during the second year an additional one-thirtieth part shall become the property of the Lessor, and each year thereafter a one-thirtieth part shall be added to the rights of the Lessor and be deducted from the ownership rights of the Lessee. Should the new building, mentioned in this paragraph, be destroyed or damaged beyond repair and either party hereto elect not to replace the same, then the other party to this agreement shall have the option of continuing under this lease or of termination the same, as far as the lot and other building are concerned, upon the same rental terms.

It is further agreed, that the Lessor is to keep the roof of the present building in proper state of repair, but any additions now made or to be made to it by the Lessee are to be kept in repair by said Lessee, and the Lessee shall also be responsible for the painting of this old building and additions, both exterior and interior, and the Lessee may alter the interior at any time to meet the requirements of its business, provided any such alteration be by approval of the Lessor and under the supervision of a competent architect to be approved by Lessor and without impairing the structure or desirable appearance of the property.

It is further agreed, that the furnishing of water, lights and heat is the responsibility of the Lessee, and that the furnace in the present building is the property of the Lessee, who shall have the right to replace the same from time to time and to remove it upon the expiration of this lease, but the heating connections and fixtures in the rooms and walls shall remain as the property of the Lessor. The Lessee shall also have the right to remove from the leased premises the garage and warehouse building it has placed thereon, the automatic stoker, electric water heater, the elevator, and all business and professional equipment placed on the premises, provided that in so removing the said items the buildings shall not be damaged, and if damages occur Lessee shall repair same.

It is also agreed, should the present or old building, now occupied by Lessee, be damaged by fire or other casualty, that the same shall be repaired or be replaced (should the new building as planned remain in acceptable condition) from the proceeds of insurance under policies by both Lessor and Lessee for that purpose, or be altered by consent of both parties hereto. But should both buildings be destroyed then this lease shall be terminated.

It is distinctly understood and agreed that this lease is non-transferable by the Lessee, nor is the same subject to assignment in any way, except upon written consent by the Lessor or his successors, representatives or assigns, but owing to the proximity of location to other valuable residential property owned and occupied by Lessor individually, that a transfer