

TITLE TO REAL ESTATE

event of the failure of the Lessor to make repairs required by him to be made as aforesaid, the Lessee shall have the right to make such repairs and deduct the cost thereof from the next subsequently accruing installment or installments of rent payable hereunder, or, at the option of the Lessee, and upon ten days' written notice to the Lessor, this lease shall terminate and cease, and the Lessee shall be relieved and discharged of all further obligations or liability hereunder.

4. The Lessor shall pay, when due, all taxes, assessments or other charges of whatsoever nature (excepting charges to be paid by the Lessee as herein provided) which may be legally levied or assessed against said premises during the term hereof, together with all premiums on fire or liability insurance carried by the Lessor on the demised premises.

The Lessor shall, at his own expense, promptly comply with and execute any and all laws, ordinances, orders, notices, rules, regulations or requirements of any Federal, State, Municipal or other lawful authority, and of the Board of Fire Underwriters or any other board performing like functions, affecting said premises, and shall make any repairs, alterations or additions required by such authority.

5. It is mutually covenanted and agreed, that if, during the term hereof, said leased premises shall be substantially destroyed by fire, tornado, or any other casualty, then this lease, at the option of either party, and upon ten days' written notice to the other party, shall cease and terminate, and each party shall be released from further obligation hereunder, and the Lessor shall refund to the Lessee any portion of the rent paid in advance and not earned at the time of such destruction.

If, however, during the term hereof, the said premises shall be only partly destroyed by fire, tornado or any other casualty, the Lessor shall repair the premises as speedily as possible at his own expense, and until the completion of such repairs the Lessee shall be entitled to a reduction of rent in proportion to the amount of floor space of which it is deprived the use while such repairs are being made.

Damage to such extent as to render fifty per cent or more of the floor space unusable for the purposes of the Lessee's business shall be deemed a "substantial destruction" within the meaning of this agreement, and damage which renders less than fifty per cent of the floor space unusable for the purpose of the Lessee's business, but which cannot be repaired within thirty days shall likewise be deemed to be a "substantial destruction". Damage which renders less than fifty per cent of the floor space unusable for the purposes of the Lessee's business, and which can be repaired within thirty days shall be deemed to be a "partial destruction" within the meaning of this agreement.

6. The Lessee shall have the right to install suitable partitions and office and business fixtures in said premises and to place such signs and other advertising matter upon the walls and/or roof of the said premises from time to time, as it may deem advisable, and, at the expiration or termination of the term herein granted, shall be entitled to remove any such fixtures or signs installed by it during its previous occupancy of said premises or installed hereafter, provided, however, that any injury or damage to said premises caused by the installation or removal of such fixtures and signs shall be promptly repaired by the Lessee at its own cost and expense.

7. The demised premises shall be used by the Lessee for operating a general bottling business and for necessary office purposes in connection therewith.

8. The Lessor, at all time during the term hereof, shall have access to the said premises during the business hours of the day for the purpose of making inspections or repairs.

9. The Lessee covenants and agrees to pay the rent at the times aforesaid during the continuance of the said term; not to do or suffer any waste upon said premises; and at the end of said term to deliver up said premises in as good state and condition as reasonable use and wear thereof will permit, damages by fire or the elements, and damages not resulting from the negligence of the Lessee or not required to be repaired by the Lessee under the terms hereof excepted.