

SEP 23 1958

by such removal, to the same condition as existed prior to the making of such alteration, addition or installation, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted.

All alterations, additions or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

LANDLORD'S MAINTENANCE AND REPAIR OF PREMISES

3. Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, ~~heating system, water mains, gas and sewage lines, sidewalks,~~ private roadways, ~~and loading docks, if any, on or appurtenant to the leased premises.~~

UTILITIES

4. Tenant shall pay all charges for water, gas and electricity consumed by Tenant upon the leased premises.

OBSERVANCE OF LAWS

5. Tenant shall fully obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased premises; provided, however, that any installation of fire prevention apparatus, electric rewiring, plumbing changes or structural changes in the building on the leased premises, required by any such law, ordinance, rule, or regulation shall be made by Landlord without expense to Tenant.

DAMAGE BY FIRE, ETC.

Damage Repairable Within Ninety Days

6. In the event the said premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent repairable within ninety (90) days from the date of such damage, Landlord shall forthwith proceed to repair such damage. If such repair shall not have been completed within ninety (90) days from the date of such damage, delays occasioned by causes beyond the control of Landlord excepted, this lease may, at the option of Tenant, be terminated. During the period of repair, Tenant's rent shall abate in whole or in part depending upon the extent to which such damage and/or such repair shall deprive Tenant of the use of said premises for the normal purposes of Tenant's business. In the event that Landlord shall fail to promptly commence repair of such damage, or, having commenced the same shall fail to prosecute such repair to completion with due diligence, Tenant may at Tenant's option upon five (5) days written notice to Landlord, make or complete such repair and deduct the cost thereof from the next ensuing installment or installments of rent payable under this lease.

Damage Not Repairable Within Ninety Days

7. In the event the said premises shall be damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within ninety (90) days from the date of such damage, this lease shall terminate as of the date of such damage.

SIDEWALK ENCUMBRANCES

8. Tenant shall neither encumber nor obstruct the sidewalk in front of, or any entrance to, the building on the leased premises.

SIGNS

9. Tenant shall have the right to erect, affix or display on the roof, exterior or interior walls, doors and windows of the building on the leased premises, such sign or signs advertising its business as Tenant may consider necessary or desirable, subject to all applicable municipal ordinances and regulations with respect thereto.

TERMINATION BY REASON OF DEFAULT

10. In the event that either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this lease, including Tenant's covenant to pay rent, and such failure shall continue unremedied or uncorrected for a period of fifteen (15) days after the service of written notice upon such party by the other party hereto, specifying such failure, this lease may be terminated, at the option of the party serving such notice, at the expiration of such period of fifteen (15) days; provided, however, that such termination shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure.

CONDEMNATION

11. In the event that the leased premises shall be taken for public use by the city, state, federal government, public authority or other corporation having the power of eminent domain, then this lease shall terminate as of the date on which possession thereof shall be taken for such public use, or, at the option of Tenant, as of the date on which the premises shall become unsuitable for Tenant's regular business by reason of such taking; provided, however, that if only a part of the leased premises shall be so taken, such termination shall be at the option of Tenant only. If such a taking of only a part of the leased premises occurs, and Tenant elects not to terminate the lease, there shall be a proportionate reduction of the rent to be paid under this lease from and after the date such possession is taken for public use. Tenant shall have the right to participate, directly or indirectly, in any award for such public taking to the extent that it may have suffered compensable damage as a Tenant on account of such public taking.

ASSIGNMENT

12. Tenant may assign this lease or sub-let the premises or any part thereof for any legitimate use, either with or without the consent of Landlord. If any assignment or sub-lease is made by Tenant without Landlord's consent, Tenant shall remain liable as surety under the terms hereof notwithstanding such assignment or sub-lease.

TAXES

13. Landlord shall pay all taxes, assessments, and charges which shall be assessed and levied upon the leased premises or any part thereof during the said term as they shall become due.