

attorneys' fee and other incidental legal expenses necessary to the obtaining of said loans. It is further agreed that the improvements shall be constructed by Morris Construction Company, or by some other reputable company which is acceptable to the parties and to the architect, upon a fixed fee plus cost basis.

5. It is agreed that the LANDLORDS reserve the right for the joint use of the water from the well on this property for the joint use of their other tenants now using it, but for no other tenant; and the TENANT agrees to maintain and operate the pump for the said well, provided however, that the TENANT shall have the right to charge to the other users of water their pro-rata cost of electricity. In the event the well should at any time not produce sufficient water for all of the tenants, the TENANT shall have the right to discontinue supplying said water upon giving reasonable notice of its intention to do so.

6. The TENANT agrees to use said premises for a truck freight terminal and warehouse and agrees not to use or permit the use of said premises for any unlawful purpose, or for any business that may become a nuisance, or that may create a hazard for the neighborhood and the TENANT agrees to comply with all laws, ordinances and regulations as to the occupancy of said premises.

7. The LANDLORDS agree to keep the roof in repair, but do not obligate themselves to make any other repairs. It is mutually understood and agreed between the parties hereto that the TENANT may make such repairs as it deems necessary from time to time, but it is not obligated to make any repairs.

8. The TENANT agrees that it will make no alteration or improvements to the building or the premises without first obtaining the written consent of the LANDLORDS.

9. Should the building or any substantial part thereof, be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the building is restored and made fit for occupancy or use. Should