

ARTICLE VI. (continued)

dealing with such matters, and shall conform to the building restrictions, if any, applicable to said premises. If Lessor fails to complete said construction and installation work and to deliver said premises to Lessee in the completed condition hereinabove specified on or before the 15th day of JANUARY, 1962, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained. *MLA JJA*

It is covenanted and agreed that in the approving or furnishing of plans and specifications or in the making of inspections by Lessee mentioned in the foregoing paragraph, Lessee is acting for and on its own behalf and not as an agent of Lessor. It is further covenanted and agreed that in the performance of any work by Lessor in connection with the erection and construction of the improvements and facilities required of Lessor under the terms of this lease, or in repairing, rebuilding or replacing, Lessor shall perform no act or make no representation to any person or persons whomsoever that Lessee, its agents or representatives, is the principal or agent of Lessor in any particular.

Lessor agrees to provide, furnish and maintain a suitable and adequate water supply for the demands at said premises for water and also provide, furnish and maintain an adequate and suitable sanitary sewerage system. If plans and specifications mentioned in this Article provide that the Lessor shall supply and install a septic tank to serve the premises by reason of the fact that usual and ordinary sewer lines or facilities are not now available for the premises, it is understood that should such sewer line or facilities hereafter become available, Lessor shall, at Lessor's expense, connect said premises on and to the then available sewer line. Any fees, charge or assessment by any public authority, arising out of the establishment or maintenance of any sewer line serving said premises, whether or not located thereon, shall be borne by Lessor. If the water supply line or sanitary sewerage system, whether of the septic tank type or otherwise, fails to properly work during any day or days, the rent reserved in this lease shall cease to accrue and Lessor shall not be entitled to collect nor shall Lessee be obligated to pay, any rent for such day or days that said premises are without water or said sewerage system is not in working and sanitary condition, provided, however, such failure is not due to the negligence of Lessee or its sublessees arising out of their use and occupancy of the premises.

When said premises are delivered to and accepted by Lessee ready for occupancy, the parties hereto shall sign a written memorandum, supplemental to this lease, fixing and specifying such date as the date of the commencement of the term for all matters in connection with this lease.

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