

**FIXTURES.** Tenant may, at any time during the continuance of the term of this lease, or on the termination of the term hereof, remove from the demised premises all shelving, fixtures and other equipment which Tenant may have installed at its own expense in said premises or otherwise acquired. Tenant agrees to repair any damage which may be done to the demised premises resulting from the removal of said fixtures and equipment.

**GAS AND ELECTRICITY.** Tenant shall pay all charges for gas and electricity used on the demised premises during the term of this lease.

**ORDINANCES.** Landlord shall comply with all Federal, State, County and City laws and ordinances, and all rules, regulations and orders of any duly constituted authority, present or future, affecting the demised premises, at Landlord's own expense. Tenant shall comply with all such Federal, State, County and City laws and ordinances, and all rules, regulations and orders of any duly constituted authority, present or future, which affect the carrying on of the Tenant's business, as distinguished from the premises herein demised, and which do not require the making of any changes, improvements, alterations or additions to the demised premises.

with exterior of the building; all structural parts of the building and all of the paved and hard surfaced area of the

**REPAIRS.** Landlord shall be responsible for and keep all parts of the demised premises, the appurtenances thereto (which shall include all sidewalks abutting on the demised premises and all vacant land owned by Landlord adjoining or constituting a part of the demised premises) in good, safe, tenable condition, slightly in appearance, and in good order and repair. Landlord shall be liable for any damages sustained by Tenant resulting from the failure of Landlord to make any of said repairs, and Landlord hereby agrees to hold Tenant harmless against all claims, damages, or causes of action for damages, arising out of, or brought on account of, injury to person or persons or property, or loss of life, resulting from the failure of Landlord to make any of said repairs after having had notice or knowledge of the need of said repairs.

**NOISES AND ODORS.** Landlord shall not rent or use any property adjoining the demised premises if any be now owned or hereafter acquired by Landlord, nor any part of the building of which the demised premises are a part, for uses whereby noises will be created or obnoxious odors emitted, or which will increase the fire hazard.

**DAMAGE CLAUSE.** If the demised premises, the appurtenances thereto, the building of which the demised premises are a part, and/or the appurtenances to said building, shall, previous to the beginning of the term hereof, or during the term hereof, be damaged or destroyed by fire or other casualty or any cause whatsoever, either in whole or in part, Landlord shall and will forthwith proceed to remove any debris on the premises and to repair and/or rebuild the same, including any improvements or betterments made by Landlord or Tenant, upon the same plan as immediately before such damage or destruction occurred, and in the meantime, and until said premises are repaired, rebuilt and put in good and tenable order, the rents hereby reserved, or a fair and just proportion thereof according to the nature and extent of the damage sustained shall, until the said premises have been restored to the same condition as before such damage or destruction occurred, be abated, and if Tenant shall have paid rent in advance, Landlord shall immediately pay to Tenant an amount equal to that portion of the rent so paid in advance, payment of which is abated. It is expressly provided, however, that if by reason of such damage or destruction the demised premises are rendered untenable, Tenant shall have the right and option of terminating this lease by giving Landlord written notice of its decision to terminate within thirty (30) days after the demised premises are rendered untenable, and in the event Tenant gives such notice, this lease shall thereupon immediately terminate and end; if Tenant does not give such written notice within said period of thirty (30) days, Landlord shall immediately proceed to repair and/or rebuild property so damaged or destroyed as hereinbefore provided.

with **INSURANCE.** Landlord shall keep the building of which the demised premises are a part or the whole insured against loss or damage by fire and the perils commonly covered under the extended coverage endorsement to the extent of the full insurable value thereof, including all improvements, alterations, additions and changes made by Landlord or Tenant. Such insurance shall be carried for the protection of both Landlord and Tenant, and Landlord and Tenant shall be named as the assureds in all policies of insurance. The proceeds of such insurance in case of loss or damage shall be applied on account of the obligation of Landlord to repair and/or to rebuild the demised premises pursuant to the paragraph hereof captioned DAMAGE CLAUSE to the extent that such proceeds are required for such purpose. Landlord shall be responsible for determining the amount of insurance to be carried. Tenant shall not be liable to Landlord, or to any insurance company insuring Landlord, for any loss or damage which was, or could have been, covered by fire or extended coverage insurance.

If Landlord carries plate glass insurance, it shall be written in a manner to cover both Landlord and Tenant.

with **PAINTING AND DECORATING.** During the first <sup>five</sup> ~~year~~ year period of the term of this lease, and during each successive full equivalent period thereafter, all parts of the interior and exterior of the demised premises shall be painted, varnished, or otherwise redecorated by and at the expense of Landlord in the manner and in such colors and coats and at such time in each period as designated by Tenant, with one coat of material covering the portions of the premises initially painted or decorated.

**HEAT AND WATER.** Throughout the term hereof, Landlord shall provide a complete heating system capable of maintaining at all times a temperature of 70° Fahrenheit throughout the premises under all conditions of outside temperature.

with Landlord shall provide and maintain adequate water service to the demised premises, and all charges for water consumed on the demised premises shall be paid for by ~~Landlord~~ Tenant.

**RIGHT OF WAY.** Landlord guarantees that during the term hereof Tenant shall have the continuous right to use any rights of way which are in use on the date of the execution of this lease leading to and from any rear, front or side entrances to the demised premises, and the right to the use of any right of way or alleyway either on or adjoining the premises of which the herein demised premises are a part or the whole, the use of which Landlord has a right to grant to Tenant or which Landlord owns or controls.

with **LANDLORD TO PAY TAXES, ETC.** Landlord shall pay all real estate taxes, assessments and other charges which may be levied, assessed or charged against the demised premises, and shall make all payments required to be made under the terms of any mortgage or deed of trust which is now or hereafter a lien on the demised premises. Tenant shall pay all assessments and taxes levied on its personal property.

**UNPERFORMED COVENANTS OF LANDLORD MAY BE PERFORMED BY TENANT.** If Landlord shall fail to perform any of the terms, provisions, covenants or conditions to be performed or complied with by Landlord pursuant to this lease, or if Landlord should fail to make any payment which Landlord agrees to make, then Tenant may, at Tenant's option, after notice to Landlord, perform any such term, provision, covenant or condition, or make any such payment, as Landlord's agent, and in Tenant's sole discretion as to the necessity therefor, and the full amount of the cost and expense entailed, or the payment so made, shall immediately be owing by Landlord to Tenant, and Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate thereon from the date of payment, without liability of forfeiture, out of rents then due or thereafter coming due hereunder, and irrespective of who may own or have an interest in the demised premises at the time such deductions are made. The option given in this paragraph is for the sole protection of Tenant, and its existence shall not release Landlord from the obligation to perform the terms, provisions, covenants and conditions herein provided to be performed by Landlord, or deprive Tenant of any legal rights which it may have by reason of any such default by Landlord.

**OLD MATERIALS.** Tenant may convert to Tenant's own use all old materials removed by Tenant when making alterations, changes, improvements and/or additions to the demised premises, and in performing any term, covenant, provision or condition which Landlord is obligated to do or perform under the terms and conditions of this lease and which Landlord fails to perform.

with **ALTERATIONS.** Tenant shall have the right and privilege at all times during the continuance of this lease to make, at its own expense, such changes, improvements, alterations and additions to the demised premises as Tenant may desire. Any changes, improvements, alterations and additions made by Tenant shall immediately become the property of Landlord, and shall be considered as a part of the herein demised premises. Landlord agrees to cooperate with Tenant in securing such building or other permits as may be necessary to accomplish any of the work under the provisions of this paragraph.