

term aforesaid; and LESSOR shall deliver to LESSEE evidence satisfactory to LESSEE of such right to lease. It is expressly understood and agreed that the above covenant of LESSOR constitutes a warranty by him, and that in case he has not the right aforesaid, then in such event, this lease shall become null and void and no rent shall accrue for the term aforesaid or for any part thereof.

Quiet  
Enjoyment

12. LESSOR will put LESSEE in actual possession of the hereby demised premises at the beginning of the term aforesaid or such other date as shall be herein elsewhere agreed upon, and LESSEE, on paying the said rent and performing the covenants herein agreed by it to be performed, shall and may peaceably and quietly have, hold and enjoy, for said term and any extensions thereof, the demised premises, the areas, spaces, parking facilities, passageways, sidewalks, exits, entrance ways and uses aforesaid.

Zoning

13. LESSOR warrants the non-existence of any zoning prohibition against the use of the demised premises [and Center] for the purpose for which the same is hereby leased, and that should such zoning prohibition be in effect at the time of the execution of this lease ~~or be adopted during the term of this lease or any extension thereof~~ making it impossible for LESSEE [or any principal tenant] to carry on ~~or to continue to carry on~~ its business or any part thereof, at LESSEE'S option this lease shall cease and come to an end and no further rent shall be due by LESSEE.

~~[In the event any law, ordinance, rule, regulation, police order or directive shall prohibit driving cars into the said Center from any public street, avenue or thoroughfare adjacent to or abutting said Center or, if any bus service now or hereafter available for the receiving and discharge of passengers in front of said Center should be discontinued, then and in any of such events LESSEE, at its option, may elect to cancel and terminate this lease on giving LESSOR at least thirty (30) days' prior notice of the date on which LESSEE may elect to make such cancellation and termination effective, and this lease shall cease, terminate and come to an end, and rental shall be apportioned as of the date of such termination.]~~

Signs

14. ~~LESSOR agrees not to permit anyone to place, erect, maintain or paint any sign or signs on the roof, walls, or any other place upon said demised premises; and LESSEE, if it so desires, may place, erect, maintain or paint any sign or signs thereon, and LESSEE may remove such sign or signs at the expiration of the term of this lease or any extension thereof; LESSEE may also erect and maintain the sign or signs shown on Plot Plan dated REV. 3-4-69 and may remove same at the end of the term or extension thereof. Lessor shall have the right to approve or reject such signs proposed by Lessee.~~

~~[LESSOR shall erect, repair, replace and maintain a lighted pylon or other appropriate lighted sign in said Center advertising same as a Shopping Center to the public; but same shall not obscure the demised premises.]~~

Taxes

15. LESSOR shall pay any and all taxes assessed or imposed upon the said demised premises [and Center]. See Schedule B Attached.

Water,  
Charges,  
Sewer Rents

16. LESSEE shall pay all the water, gas and electricity charges for water, gas and electricity consumed by LESSEE as recorded on separate meters to be installed by LESSOR at the latter's expense. ~~Sewer rents and assessments are considered taxes and shall be paid by LESSOR regardless of their being based upon or measured by the amount of water consumed by LESSEE of the demised premises.~~

Sanitary

17. LESSOR, at his own expense, shall make the leased premises thoroughly sanitary and shall deliver them in first class tenantable condition.

Repairs  
and  
Replacements

18. LESSEE shall keep the interior parts of the building on the demised premises in as good repair as same are in when possession hereunder is given to LESSEE, ~~\*\*\*~~ except, without limitation, for repairs occasioned by fire, termites, the elements, other casualty or happening, unsafe condition or settling of the building, reasonable wear and tear, structural repairs, repairs to and of the heating equipment and sprinkler equipment and parts thereof, plumbing, water or sewage system, ~~the air conditioning plant or system~~ and repairs of an extraordinary character. LESSEE shall make good any damage to plate glass in the demised premises if the same be occasioned by LESSEE'S negligence, but not if occasioned by any other cause. LESSEE may immediately install plate glass in place of any which may be damaged and the charge therefor shall be borne by whatever party is liable hereunder for such damage. LESSEE shall comply (only insofar as the necessity therefor shall arise solely out of its manner of occupation of the demised premises and provided structural alterations, sprinklers or extraordinary changes, installations or repairs are not required) with all rules, regulations and requirements of any Federal, State, County or Municipal authority, or the Board of Fire Underwriters or like organization, applicable to the demised premises. Excepting for such repairs as LESSEE has

Compliance  
With  
Laws

~~\*\*\*~~ Lessee will be responsible for all maintenance and replacement of A/C Plant and equipment and responsible for normal repairs and maintenance of the plumbing, water, sewerage and heating system.