

the expiration of the term hereof, Lessor shall have the right to place a notice of reasonable size on the front of the Leased Premises, or any part thereof (except the show windows and doors), offering the Leased Premises "To Let" or "For Sale", and Lessee hereby agrees to permit the same to remain thereon without hindrance or molestation.

8. **ALTERATIONS BY LESSEE** Lessee may make such alterations and improvements as it may desire, at its own cost and expense, provided that such alterations and improvements shall not require the making of structural changes. Except as otherwise herein provided, in the event that at the expiration of the term hereof Lessor may desire Lessee to restore the Leased Premises to their condition prior to the making of such alterations and improvements (normal wear and tear and damage by the elements excepted), Lessee shall so restore the same (without redecoration) prior to the expiration of the term, provided Lessor shall have given notice to Lessee of such desire at least thirty (30) days prior to such expiration. All alterations and improvements requiring the making of structural changes which may be made by Lessee with the consent of Lessor shall remain in and be surrendered with the Leased Premises.

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9. **PARTITIONS AND FIXTURES** All ~~partitions~~ appurtenances, fixtures and equipment, including conveyors, ~~and other fixtures~~ constructed or placed in the Leased Premises at the expense of Lessee (whether or not readily removable) shall remain the property of Lessee and all or any part thereof may be removed by it, but Lessee shall be under no obligation to remove the same and may, at its option, surrender all or any part thereof with the Leased Premises. In case of damage or disfigurement to walls, ceilings or floors caused by such removal, the cost of repairing (but not redecorating) the same shall be borne by Lessee.

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10. **REPAIRS** Lessor shall, at Lessor's expense, make all necessary structural and exterior repairs to the Leased Premises and the building of which the Leased Premises form a part, including the roof, walls, window frames, exterior doors and frames, foundations, adjoining sidewalks, and parking and service areas, if any. Except as herein otherwise provided, Lessee shall make all necessary repairs (other than those of a structural nature or those required to be made as a result of Lessor's failure to make Lessor's repairs) to the interior of the Leased Premises so as to maintain the same at all times in good order and condition, reasonable wear and tear and damage by fire, other casualty and the elements excepted.

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11. **PARKING** Lessor represents that Lessor owns or controls the parking area for the Leased Premises, as shown on Exhibit A annexed hereto. ~~repair~~

(a) Lessor covenants, at Lessor's expense, to keep and maintain said parking area and the lighting thereof, if any, in a good state of ~~repair and to keep the same in good order~~ throughout the term of this lease.

(b) Lessor hereby leases and grants to Lessee a right for itself, its agents, employees and invitees, to use Lessor's said parking area, driveways, footways and loading and other facilities for purposes of ingress and egress on foot and by motor vehicle, for parking motor vehicles and for purposes of loading and unloading merchandise. If said parking area, etc., is part of the Leased Premises, said use by Lessee shall be exclusive. ~~It is understood that the use of the parking area is not to be used for any other purpose and that the use of the parking area is not to be used for any other purpose and that the use of the parking area is not to be used for any other purpose.~~ If said parking area, etc., is not part of the Leased Premises, said use shall be non-exclusive in common with Lessor and other persons authorized by Lessor and throughout the term of this lease, Lessor shall ~~at all times maintain a ratio of at least three (3) square feet of parking area to one (1) square foot of total area of all buildings, the occupants and contents of which may be entitled to use such parking area.~~

12. **SIGNS** Lessee may, throughout the term hereof, at its own cost and expense, erect and maintain upon the Leased Premises a sign or signs advertising its business. Such signs may be displayed either in the interior of the building or on the exterior thereof, and, to the extent permitted by law, may include hanging or other signs projecting from the exterior of the building. Upon the expiration of the term, Lessee shall remove such sign or signs and shall repair any damage to the Leased Premises caused by the erection or removal thereof. [See Below]

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13. **TAXES, ETC.** Lessor shall pay all real estate taxes and assessments levied, assessed or imposed upon the Leased Premises and upon all improvements erected thereon and all installments of principal and interest required under any mortgage or deed of trust and all rent reserved under all underlying leases affecting the Leased Premises as and when the same shall become due and payable. (See Rider Article 34)

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14. **HEATING, ETC.** Lessor shall, at Lessor's expense (to the extent that the same are not stricken out):

(a) Furnish elevator or escalator service during normal business hours;

(b) Keep the Leased Premises well and sufficiently heated at a minimum temperature of 68° F. whenever the outside temperature is 58° F. or colder;

(c) If the outside temperature is 72° F. or warmer, keep the Leased Premises sufficiently cooled and, whenever the outside temperature is 87° F. or warmer, cool the Leased Premises to a temperature at least 15° F. below such outside temperature; and

(d) Furnish hot and cold water to the Leased Premises for lavatory and air-conditioning purposes.

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15. **HEATING EQUIPMENT, ETC.** In the event that Lessor is not required to heat the Leased Premises, Lessor shall, at Lessor's expense, prior to the commencement of the term hereof (unless the same shall already be installed), install all heating equipment necessary to enable Lessee to maintain throughout the term of this lease a minimum temperature of 72° F. within the Leased Premises when the outside temperature is 0° F. If Lessor is not required to air condition the Leased Premises, Lessor shall, at Lessor's expense, prior to the commencement of the term hereof (unless the same shall already be installed), install all air-conditioning equipment necessary to enable Lessee to cool the Leased Premises to a temperature at least 15° F. below the outside temperature when such outside temperature is 87° F. or warmer. Lessor shall, at Lessor's expense, throughout the term of this lease, make all repairs and replacements to such heating and air-conditioning systems, or any parts thereof, necessary to maintain such temperature standards.

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16. **WIRING, ETC.** Lessor shall, at Lessor's expense, prior to the commencement of the term hereof (unless the same shall already be installed), install all wiring, electrical and plumbing equipment necessary to provide adequately for Lessee's needs throughout the term of this lease, and shall replace such parts thereof as may be necessary during the term hereof.

17. **UTILITIES** Except as otherwise provided herein, Lessee shall pay for all water, gas, electricity, and other utilities used or consumed by Lessee in the Leased Premises provided the same are separately metered.

18. **FIRE AND OTHER CASUALTY** (a) Lessor shall at all times during the term of this lease, at Lessor's expense, keep the building and other improvements on the Leased Premises insured against loss by fire, with extended coverage and with war risk insurance, if made available through the Federal Government), in an amount sufficient to prevent Lessor from becoming a coinsurer but in no event less than 80% of the full insurable value of the building and other improvements on the Leased Premises, under policies written by a responsible insurance company or companies authorized to do an insurance business in the state where the Leased Premises are situated, said policies to provide that payment for any loss or losses covered by said policies shall be made to Lessor and the mortgagee, if any, of the Leased Premises as their interests may appear.

(b) In the event of total or partial destruction of said building or other improvements by reason of fire or any other cause, Lessor shall promptly rebuild or restore said building or other improvements at Lessor's own expense; provided, however, that, in the event of such total destruction, if Lessor shall fail to rebuild said building or other improvements within four (4) months from the date of such destruction, or, in the event of such partial destruction, if Lessor shall fail to restore such building or other improvements within three (3) months from the date of such partial destruction, irrespective of the cause of such delay in either event, Lessee may at its option (exercised by notice to Lessor) terminate this lease; and further provided, however, that if total destruction shall occur during the last six (6) months of the term of this lease, Lessor shall not be obligated to so rebuild and at the option of either Lessor or Lessee (exercised by notice to the other within thirty (30) days of such destruction) this lease shall terminate. During the period of any such restoration or rebuilding, Lessee shall be relieved of the obligation to pay rent and other charges hereunder to the same extent and in the same proportion that the rental value of the number of square feet of floor space so destroyed or made unusable bears to the rental value of the total number of square feet of floor space in the Leased Premises. In the event of any such total or partial destruction of said building or improvements, Lessor shall, promptly after such destruction or damage, notify Lessee of the time which Lessor reasonably estimates will be required for such rebuilding or restoration. In the event that such estimated time exceeds four (4) months in the case of total destruction or three (3) months in the case of partial destruction, Lessee may at its option (exercised by notice to Lessor) terminate this lease.

(c) Anything herein contained to the contrary notwithstanding, if the building and other improvements on the Leased Premises are totally destroyed by reason of fire or other cause occurring during the last six (6) months of the term of this lease, Lessor shall rebuild said building and other improvements at Lessor's expense if, prior to the expiration of forty-five (45) days after such destruction, Lessee shall have elected to exercise any option which Lessee may then have

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extend this lease for an additional period. of this lease said parking area so as to provide approximately seventy (70) parking spaces, but in no event less than sixty-seven (67) such spaces.