

IMPROVEMENT, REPAIRS AND UPKEEP

The Lessor shall be responsible for the maintenance, repair and upkeep of the leased premises, including any heating or air-conditioning equipment. Lessee shall have the right to make minor alterations and improvements to the interior of the building so long as such do not tend to decrease the value of the property, but any major structural changes or alterations shall first be approved by the Lessor. Lessor shall repair the roof should it leak, but shall not be liable to the Lessee for any damages caused by leaking of the roof until and unless the Lessor shall have received written notice from the Lessee of such condition and shall have had ten (10) days within which to repair the same. Lessor shall maintain the driveway and parking areas serving the leased premises. The responsibility except as otherwise provided for hereinabove of the Lessor with respect to maintenance, repair and upkeep of the leased premises shall extend only to the exterior of said premises.

TAXES, INSURANCE AND UTILITIES

Lessor shall pay all real estate taxes on the leased premises, and shall carry at its own expense such fire insurance on the building as Lessor may desire except as provided hereinbelow. Lessor shall not be responsible for insuring any of the contents of the building belonging to the Lessee. Lessor agrees to pay for water furnished to the leased premises, but Lessee shall provide and pay for all other utilities used by it on the leased premises. If the real estate taxes applicable to the demised premises for any lease year during the term of this lease shall exceed the real estate taxes applicable to the demised premises for the base lease year of the term of this lease, then for said lease year Lessee shall pay to Lessor as rent (in addition to all other rents payable) the amount of such excess. The "base lease year" of the term of this lease shall be the year 1972. A real estate tax year commencing during any lease year shall be deemed to correspond to said lease year. The sum of the real estate taxes assessed against the property located at 121 Manly Street for all tax years corresponding in any lease year shall be deemed the real estate taxes assessed against the property located at 121 Manly Street for said lease year. The real estate taxes assessed against the demised pre-

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