

## TITLE TO REAL ESTATE

REPAIRS. That the Tenant shall be responsible for and keep all parts of the demised premises, the appurtenances thereto, and the building of which the demised premises may be a part, with its appurtenances, in good, safe, tenantable condition, sightly in appearance, and in good order and repair. Tenant shall be liable for any damages sustained by Landlords resulting from the failure of Tenant to make any of said repairs.

INSURANCE. That Landlords shall keep the building of which the demised premises are a part or the whole insured against loss or damage by fire and extended coverage insurance to the extent of Fifteen Thousand Dollars (\$15,000), and it is agreed that such insurance shall be carried for the mutual benefit of Landlords, F. W. Symmes, and others, and Tenant, and all moneys collected from such insurance shall be used toward the full compliance with the obligation of F. W. Symmes and others to reconstruct the building under the terms of the lease entered into between Tenant and F. W. Symmes and others at the same time this lease is executed and the insurance policies shall carry an endorsement to this effect.

RIGHT-OF-WAY. That Landlords grant to the Tenant the 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 entrance to the demised premises, the use of which the Landlords have a right to grant to Tenant or which the Landlords own or control.

LANDLORDS TO PAY TAXES, ETC. That Landlords shall pay all taxes, assessments, and other charges which may be levied, assessed, or charged against the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now a lien on the demised premises.

UNPERFORMED COVENANTS OF LANDLORDS MAY BE PERFORMED BY TENANT. That if Landlords shall fail to perform any of the affirmative covenants to be performed by Landlords pursuant to the terms of this lease, or if Landlords should fail to make any payment which Landlords agree to make, then Tenant may, at Tenant's option, after notice to Landlords, perform any such affirmative covenant, or make any such payment, as Landlords' agent, and in Tenant's sole discretion as to the necessity therefor, and the full amount of the cost and expense entailed, or of the payment so made, shall immediately be owing by Landlords 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 rentals then due or thereafter coming due hereunder, and Tenant shall have a lien on the demised premises and on the premises of which the demised premises are a part, to secure the repayment of any such amount with interest. The option given in this paragraph is for the sole protection of Tenant, and its existence shall not release Landlords from the obligation to perform any of the covenants herein provided to be performed by Landlords, or deprive Tenant of any legal rights which it may have by reason of any such default by Landlords.

OLD MATERIALS. That Tenant may convert to Tenant's own use all old materials removed by Tenant in making alterations, changes, improvements, and additions to the demised premises, and in performing any affirmative covenants to be performed by the Landlords under the terms and conditions of this lease which Landlords may fail to perform and which Tenant elects to perform.

ALTERATIONS. That 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; provided, however, that Tenant shall not make changes, improvements, alterations, or additions, changing any structural part of the building, without the written consent of Mark W. Cauble or any other individual subsequently designated by Landlords, it being understood that such consent shall not be unreasonably withheld.

SIGNS. That Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, either parallel to the building of which the herein demised premises are a part or the whole, or at any angle thereto, at or on either the front, back, roof or sides of such building.