

and others as Landlords, pursuant to said lease between Frances C. Floyd and others and Tenant.

(3.) It is understood that said lease between Frances C. Floyd and Tenant covering adjoining space does not make any provision for the construction of the proposed new building on the premises described in that lease. The Landlords herein covenant and agree to construct a new building in accordance with the provisions contained in any agreement between Landlords and Tenant being entered into simultaneously herewith and called "Supplementary Building Agreement", and that said building shall be erected on the combined area leased by Tenant pursuant to this lease and pursuant to said lease from Frances C. Floyd and others.

(4) It is understood and agreed that the lease between Frances C. Floyd and others and Tenant requires Tenant to keep all parties of the premises demised to Tenant pursuant to said lease and that part of the new building which is to be erected on the said premises in good safe tenable condition, sightly in appearance, and in good order and repair. The Landlords herein hereby covenant and agree to make repairs in and to the premises being leased to Tenant under said lease between Frances C. Floyd and others and Tenant and to the building thereon, in exactly the same manner and to the same extent as provided for in the within lease.

(5) In the said lease between Frances C. Floyd and others and Tenant there are no provisions requiring the Landlords therein named to repair or rebuild the building upon the premises covered by said lease if it is damaged or destroyed by fire or other cause or to paint or redecorate said premises. Landlords herein hereby covenant and agree that the provisions of this lease in the paragraphs hereof entitled DAMAGED CLAUSE AND PAINTING AND REDECORATING shall be applicable not only to the building upon the herein demised premises but also to the building upon said premises covered by said lease between Frances C. Floyd and others and Tenant.

COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION. The Landlords covenant and warrant that Landlords have full right and lawful authority to enter into the lease for the full term aforesaid, and for all extensions herein provided and that Landlords are lawfully seized of the entire premises hereby demised and have good title thereto free and clear of all tenancies, liens and encumbrances. Landlords further covenant and warrant that if the Tenant shall discharge the obligations herein set forth to the performed by the Tenant, the Tenant shall have and enjoy, during the term hereof, the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto.

THE LANDLORDS AND TENANT FURTHER STIPULATE, COVENANT AND AGREE AS FOLLOWS:\* -

USE OF PREMISES. That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease.

CONTINUED POSSESSION OF TENANT. That if the Tenant continues to occupy the premises after the last day of any renewal or extension of the term thereof or after the last day of the term hereof if this lease is not renewed or extended, and Landlords elect to accept rents thereafter, a tenancy from month to month shall be created and not a holdover tenancy from year to year.

FIXTURES. That Tenant may, on the termination of this lease or at any time during the continuance thereof, remove from said premises all shelving, fixtures and other equipment (which equipment shall include but shall not be limited to lighting fixtures, oil burners, coal stokers, electric fans, cooling units, etc.) which Tenant may have installed at its own expense in said premises or otherwise acquired.

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

ORDINANCES. That Landlords 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 Landlords' own expense.

REPAIRS. That the Landlords shall be responsible for and keep all parts of the exterior of