

TITLE TO REAL ESTATE

city provided tenant shall have on or before the date of payment sent notice in writing to landlord or landlords at the last known address of landlord or landlords advising which bank was being paid said rent.

In the event that landlord or tenant shall be delayed in the performance of any of its covenants, terms or conditions hereunder by reason of the destruction or partial destruction of any building or improvements on the demised premises or by reason of strikes, lock-outs, wars, riots, acts of God, embargoes, delays in transportation or labor troubles, or for any other reason (not financial) beyond the power of landlord or tenant to control, the period of any such delay shall be allowed to the landlord or tenant as so much additional time in which to comply with said covenants, terms or conditions.

If the tenant shall file a petition in bankruptcy or be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the landlord may if landlord so elects at any time thereafter terminate this lease and the term thereof by giving to the tenant 60 days notice in writing of its intention so to do and this lease and the term thereof shall expire and come to an end on the date fixed in such notice as if such date were the date originally fixed in this lease for the expiration thereof unless the condition giving rise to such right of termination shall have been removed prior to the expiration of said 60 days notice in which event such right of termination and said notice shall become null and void and of no force and effect.

Tenant agrees to pay for all gas, water and electricity consumed by it on the demised premises. Landlord agrees to install separate meters for gas, water and electricity supplied or furnished to the space reserved by landlord on the second floor and not occupied by tenant or included in this lease. Landlord also agrees to furnish such heating utilities or units as may be necessary to supply adequate heating to said second floor space reserved by landlord and not occupied by tenant or included in this lease, independent of tenant's heating apparatus and system to the end that said premises reserved by landlord shall be wholly independent of and separate from the premises and services occupied by and furnished to tenant. It is agreed that tenant shall have no responsibility for any damage or inconvenience sustained or alleged by any tenant occupying space reserved by landlord by reason of water damage resulting from broken or leaking pipes or from any other reason or thing growing or arising out of the erection and/or maintenance of said building constructed by landlord.

No waiver or indulgence by landlord and/or tenant of any default or breach of any covenant, conditioned or stipulation herein contained shall be treated as a waiver or any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

It is agreed that the building to be erected by landlord on the premises herein leased shall be known as the Kress Building or by such other name as may be chosen by tenant and if desired by tenant, such name may be set forth on said building and/or on the roof thereof, in such place or places and in such style and size as may be desired by tenant.

The parties hereto agree that this lease shall be duly signed and acknowledged by landlord and tenant in due and legal form entitling same to be duly recorded in the proper public office of the county or other corresponding district in which said leased premises are located.

Landlord agrees that tenant shall not be liable for any broker's commission or any part thereof for bringing about this lease and landlord hereby agrees to pay any and all broker's commissions for bringing about this lease, if any shall be legally asserted and to protect tenant against any claim for any such commissions.

Landlord covenants that during the erection of said new building on said demised premises, tenant or its representatives shall have full opportunity and every facility to inspect the construction and progress of said new building on said demised premises.

Anything in this lease to the contrary notwithstanding landlord or tenant may at any time in good faith resist and contest by litigation if necessary any liens or claims against said leased premises or tax, special assessment or charge levied upon said leased premises provided the party contesting same holds the other party hereto harmless against any such lien, claim, tax, special assessment or charge and from any costs, liability or damages arising out of such contest.

IN WITNESS WHEREOF, the landlord has hereunto set their hands and seals and the tenant has caused this instrument to be signed by its duly authorized officer and its corporate seal to be hereunto affixed the day and year above written.

R. M. Caine

J. L. Love

Witnesses as to tenant:

A. A. Guerber

William J. Flening.

R. J. Willimon

Mary Willimon (L.S.)

K. S. Conrad (L.S.)

Ona B. Conrad (L.S.)

S. H. KRESS AND COMPANY

By A. G. Eastman
Vice President.