

Lessor's Title

9. The Lessor, at the time of the execution of these presents, has alone full right to lease the same for the term aforesaid. It is expressly understood and agreed that the above covenant of the Lessor constitutes a warranty by him, and that in case he has not the right aforesaid, then in such event, this lease shall become null and void and no rent shall accrue for the term aforesaid or for any part thereof.

Quiet Enjoyment

10. The Lessor will put the Lessee in actual possession of the hereby demised premises at the beginning of the term aforesaid or such other date as shall be herein elsewhere agreed upon, and the said Lessee, on paying the said rent and performing the covenants herein agreed by it to be performed, shall and may peaceably and quietly have, hold and enjoy the said demised premises for said term and any extensions thereof.

Zoning

11. The Lessor warrants the non-existence of any zoning prohibition against the use of the demised premises for the purpose for which the same is hereby leased, and that should such zoning prohibition be in effect at the time of the execution of this lease or be adopted during the term of this lease or any extension thereof making it impossible for the Lessee to carry on or to continue to carry on its business or any part thereof, at the Lessee's option this lease shall cease and come to an end and no further rent shall be due by the Lessee.

Signs

12. The Lessor agrees not to permit anyone to place, erect, maintain or paint any sign or signs on the roof, walls, or any other place upon said demised premises, and the Lessee, if it so desires, may place, erect, maintain or paint any sign or signs thereon, and Lessee may remove such sign or signs at the expiration of the term of this lease or any extension thereof.

Taxes

13. The Lessor will pay any and all taxes assessed or imposed upon the said demised premises.

Water Charges, Sewer Rents

14. The Lessee shall pay all the water, gas and electricity charges for water, gas and electricity consumed by the Lessee as recorded on separate meters to be installed by the Lessor at the latter's expense. ~~Sewer rents and assessments are considered taxes and shall be paid by Lessor regardless of their being based upon or measured by the amount of water consumed by the Lessee of the demised premises.~~

Sanitary

15. The Lessor, at his own expense, will make the leased premises thoroughly sanitary and will put and keep them in first class tenantable condition.

Repairs, Replacements

16. The Lessee will keep the interior parts of the building on the demised premises in as good repair as same are in when possession hereunder is given to Lessee, except, without limitation, for repairs occasioned by fire, termites, the elements, other casualty or happening, unsafe condition or settling of the building, reasonable wear and tear, structural repairs, repairs to and of the heating equipment and parts thereof, plumbing, water or sewerage system, the air conditioning plant or system and repairs of an extraordinary character. The Lessee will make good any damage to plate glass in the demised premises if the same be occasioned by Lessee's negligence, but not if occasioned by any other cause. Lessee may immediately install plate glass in place of any which may be damaged and the charge therefor shall be borne by whatever party is liable hereunder for such damage. The Lessee will comply (only in so far as the necessity therefor shall arise solely out of its manner of occupation of the demised premises and provided structural alterations, or extraordinary changes or repairs are not required) with all rules, regulations and requirements of any Federal, State, County or Municipal authority, or the Board of Fire Underwriters or like organization, applicable to the demised premises for the correction, prevention and abatement of nuisances thereon caused by it. Excepting for such repairs as Lessee has agreed to make herein, Lessor shall make all replacements and any and all other repairs to the demised premises and comply with all such rules, regulations and requirements; ~~and the Lessor assumes liability for all damage and/or injuries resulting from his breach of this covenant and shall indemnify and save harmless the Lessee against any and all claims, demands, actions, causes of action, loss or expense brought about by personal injury or property damage to the Lessee, Lessee's customers, or others, or for any damage to the Lessee's merchandise or equipment, arising out of Lessor's failure to make such repairs or replacements.~~

Compliance with Laws

17. The Lessor shall carry plate glass insurance ~~and public liability insurance covering the demised premises endorsed to include the Contractual Liability assumed by Lessor under indemnity agreement hereinabove set forth and the Lessor shall pay the premium therefor and deliver to the Lessee certificates showing that the coverage includes the aforementioned Contractual Liability assumed by said Lessor; said certificates to provide also that the policy may not be changed, cancelled or terminated during the term mentioned therein or any continuance thereof.~~

Insurance