

for the operation of a warehouse is lawful and will not violate any restrictive covenants or zoning ordinances or regulations, else Lessee, at its option, shall be discharged from all obligation hereunder.

"Date of  
Occupancy"  
Defined

SECTION 3. "Date of occupancy" shall be the earlier of the following dates:

- (a) The day Lessee occupies the premises;
- (b) The day after the improvements herein required have been completed by Lessor and approved by the engineers of the Lessee.

Liability

SECTION 4. Lessee shall save harmless and indemnify the Lessor from any liability whatsoever arising out of Lessee's operation of the demised premises, including liability for personal injury and property damage.

Equipment  
and  
Fixtures

SECTION 5. All equipment and fixtures placed in or on the demised premises by Lessee shall remain the property of Lessee and Lessee shall have the right to remove the same at any time within ten (10) days after the termination of this lease; provided Lessee is not in default hereunder, and provided further, that Lessee shall repair, or reimburse Lessor for the cost of repairing, any and all damage to the demised premises caused by the removal of such fixtures.

Repairs

SECTION 6. Lessor, at Lessor's own expense, shall keep and maintain the exterior of the said building, including the roof, in good order and repair during said term; provided, however, that Lessor shall not be responsible for nor be required to make any repairs which may have been occasioned or necessitated by the negligence of Lessee, its agents, employees or invitees. Lessee covenants that it will, at its own expense, keep and maintain in good order and repair the entire interior of the said building, including all plumbing, reasonable wear and tear excepted, and further covenants that it will, at its own expense, repair any damage to the exterior of the said building occasioned or necessitated by the negligence of its agents, employees, or invitees.

Taxes and  
Insurance

SECTION 7. Lessor agrees to pay, within the time required by law, all taxes that may be assessed against the leased premises, and to keep, during the continuance of this lease, at its own cost and expense, the demised premises insured to the extent of its full insurable value against loss or damage by fire, with extended coverage. In the event of fire or other cause so insured against which shall result in damage to the leased premises to an extent of more than fifty (50) per cent of the original cost of construction, then within thirty (30) days thereof, either party may terminate this lease by mailing written notice of termination by registered mail (return receipt requested) to the other party and termination and apportionment of rent shall be as of the date of such mailing. If notice of termination be not mailed within said time, or in the event that the damage shall be less than fifty (50) per cent of the original cost of said structure, the Lessor covenants, contracts and agrees to rebuild said building so damaged with all reasonable expedition and speed for occupancy of Lessee, and rent shall be abated until completion of said repair and restoration in proportion to the extent and value of the space which is unusable for the purposes for which utilized at the time of the occurrence of the loss or damage; and rent previously paid which covers the period after commencement of untenantability shall be returned accordingly to the Lessee.

Nothing contained in this lease agreement shall in anywise affect the right of the Lessee to insure any and all of its equipment,

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