

Interior walls to be U S Plywood VI-Gard pecan paneling

6. At Lessor's cost and expense, Lessor will effect the following repairs and/or alterations not later than October 1  
19 71: (If none, insert "None") Entire office, except restrooms and supply area, will be wall to wall carpeted with Spring Mills 116 Bronse tone carpet. Cost not to exceed 10.00 per square yard installed plus sales tax.

7. Lessee will:
- 7.1 pay the rent and other charges payable hereunder promptly when due.
  - 7.2 indemnify and hold Lessor harmless against all damages and liability arising upon the leased premises from accident or injury to any person or damage to property caused by Lessee, its agents, employees or business invitees.
  - 7.3 abide and comply with all municipal or other governmental orders or regulations relating to the occupancy of the leased premises, provided that this shall not be interpreted to require Lessee to make any structural changes or alterations or major repairs by reason of such orders or regulations, any of which changes, alterations and repairs shall be and remain the responsibility of Lessor.
  - 7.4 occupy and use the leased premises legally and for a business office and for no other purpose.
  - 7.5 replace all plate or other window or door glass broken or damaged during the term hereof by reason of the negligence of Lessee, its employees, customers or business invitees.
  - 7.6 permit Lessor to inspect and make repairs to the leased premises at all reasonable times during the term hereof or any renewals or extensions thereof.
  - 7.7 surrender possession of the leased premises at the end of the term hereof or any renewals or extensions thereof in substantially as good condition as when received, ordinary wear and tear and damage by fire, casualty or the elements excepted.
  - 7.8 permit Lessor to show the leased premises to prospective purchasers or tenants and to display "For Sale" signs upon the leased premises at any time during the term hereof, and to display "For Rent" signs during the final sixty (60) days of the term hereof or any extensions or renewals thereof.

8. Lessee will not

- 8.1 cause nor permit nor suffer to continue any nuisance upon the leased premises caused by any acts or omissions of Lessee, its agents or employees.
- 8.2 assign this Lease or sublet the leased premises or any part thereof without the prior written consent of Lessor, except to corporations affiliated or associated with Lessee.
- 8.3 make any alterations, improvements or additions to the leased premises without the prior written consent of Lessor, which consent shall not be withheld unreasonably.

9. Lessor will

- 9.1 assure Lessee, and does covenant hereby that, until default, Lessee shall have quiet possession of the leased premises.
- 9.2 not (i) engage in or (ii) rent any other space in the building in which the premises leased hereby are located to any party engaged in a business similar to or competitive with Lessee's business, without Lessee's written consent.
- 9.3 not withhold, unreasonably or for arbitrary reasons, Lessor's written consent to an assignment of this Lease or to a subletting of the leased premises or any part thereof.
- 9.4 permit Lessee to remove its trade fixtures, including all signs, from the leased premises at the end of the term hereof or any renewals or extensions thereof.
- 9.5 permit corporations affiliated or associated with Lessee, if any, to occupy the leased premises concurrently with or exclusively of Lessee. Any such occupancy shall not relieve Lessee from Lessee's liabilities hereunder.
- 9.6 effect all necessary repairs to the premises during the term hereof, at Lessor's expense unless (i) the obligation to make such repairs has been undertaken specifically by Lessee hereunder, or (ii) the necessity for such repairs be caused by negligence of Lessee's employees, customers, or business invitees.
- 9.7 permit Lessee to erect an exterior electric sign or signs, according to specifications attached hereto as Exhibit C.
- 9.8 permit Lessee access to the leased premises twenty-four hours a day, seven days a week.
- 9.9 indemnify and hold Lessee harmless against all damages and liability arising upon the leased premises from accident or injury to any person or damage to property caused by Lessor, its agents or employees, and Lessor will indemnify and hold Lessee harmless against all damages and liability resulting from any defect in design, workmanship or material in the leased premises.

10. Lessor and Lessee mutually agree

- 10.1 that if the leased premises be destroyed by fire or other casualty, rendering the leased premises untenable, and if the leased premises cannot be or are not restored within a period of sixty (60) days following such fire or other casualty, either party may terminate this Lease upon written notice to the other party hereto. Any such termination will be effective as of the date of occurrence of such fire or other casualty. If Lessee should not then be in default, Lessor will refund unto Lessee all rent or other charges paid in advance by Lessee for the period of time subsequent to such fire or other casualty.
- 10.2 that if the leased premises be damaged but not destroyed by fire or other casualty, rendering the leased premises partially untenable, Lessor will repair and restore the leased premises promptly. Until the leased premises be fully repaired and restored, a proportionate part of the rent reserved hereunder shall abate, based on the extent to which the leased premises have been rendered untenable.
- 10.3 in the event that any part of the premises demised hereunder less than the whole thereof shall be acquired or condemned under the power of eminent domain for any public or quasi-public use or purpose, then this Lease may be terminated, effective as of the date of such taking, by either party hereto, but if neither party elects to so terminate this Lease, then from and after the date on which Lessee shall have been deprived of possession of any part of the premises demised hereunder, the rentals thereafter payable hereunder shall be reduced in the proportion which the value of the part of the premises demised hereunder so taken bears to the value of the entire premises leased hereunder; provided, however, that should the term hereof not be terminated as aforesaid, then Lessor, within a reasonable time after Lessee shall have been deprived of possession of any part of the premises demised hereunder, shall repair or rebuild the remaining portion of the demised premises for the occupancy of Lessee, and shall restore said premises as far as possible to its condition prior to said taking. In the event that the whole of the premises demised hereunder shall be acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then this Lease shall cease and determine as of the date Lessee is deprived of possession of the leased premises. In the event of either

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