

dition and repair during the term of this lease, the basement drainage, sewers, gutters, drain-pipes, downspouts, elevators, window sash and frames, fire escapes, sprinkler systems, stairways, fire towers, heating, ventilating and plumbing systems, gas piping, electric light and power systems, plastering of all walls and ceiling, foundations, exterior walls, roof and structural parts of, in or about the demised premises. Landlord further hereby covenants that in the event the additions, alterations or repairs to be made by Landlord upon the demised premises as in this lease provided, or any part or parts thereof, prove at any time during the term hereof to be defective as to workmanship or materials, Landlord will, without delay, cure such defects without cost to Tenant. If Landlord fails to make the additions, alterations or repairs or to cure the defects which are in this lease provided to be made or cured by Landlord, then, unless Landlord immediately makes or cures the same upon being requested to do so by Tenant, Tenant shall have the right at its sole option, without affecting any other rights or remedies it may have by reason thereof, to make or cure the same, and Landlord agrees, upon demand, to reimburse Tenant for Tenant's expense incurred thereby, together with interest thereon at the highest legal rate, and until Tenant has been so reimbursed, Tenant shall have the right to deduct said expense and said interest from the installments of rental next thereafter becoming payable hereunder.

FIFTH: Landlord hereby warrants that the floors in the demised premises will, at the beginning and during the term hereof, be capable of sustaining a life load of at least one hundred (100) pounds per square foot; ~~and that said premises will be equipped with a heating plant, pipes and radiators, adequate to supply the demised premises with sufficient heat at all times during the term hereof to maintain a temperature of 70° Fahrenheit.~~ In the event before or during the term of this lease Landlord replaces any party wall with any other wall in said building, or makes structural changes in said building resulting in a reduction of the space hereby demised, without, in each case the prior written consent of Tenant thereto, Tenant shall in each such case have the right to cancel this lease by giving Landlord written notice of such cancellation.

SIXTH: Landlord shall not be liable for any damage or injury arising from any act, omission, or neglect of any co-tenant or of occupants of the same building of which the demised premises are a part, or of adjacent or contiguous property.

SEVENTH: Tenant shall have the right to assign this lease or sublet the demised premises or any part thereof for any lawful purpose; but Tenant shall remain responsible for the payment of rent and for the performance of all the covenants herein contained to be performed by Tenant, in no event, however, beyond the original term of this lease unless this lease is in writing expressly renewed by the parties hereto and then not beyond such renewal period. Tenant, and any party to whom this lease may be assigned or said premises subleased, as aforesaid, shall have the right to make such alterations and improvements and to install such electric, store and other fixtures and equipment, in or about the demised premises, and to post or attach such signs on the interior and exterior of said premises, as Tenant may deem desirable (provided, however, that Tenant shall not permit any laborers', mechanics' or materialmen's liens to attach to the demised premises by reason thereof). All signs and all electric, store and other fixtures and equipment, which may be installed, placed or attached in or about the demised premises by Tenant or any assignee or sublessee of Tenant shall always remain the property of Tenant or of the assignee or sublessee of Tenant so installing, placing or attaching the same, and upon the termination by expiration of time or otherwise of this lease, or of any renewal thereof, or at any prior time or times, Tenant or such assignee or sublessee of Tenant will, if it desires to do so, be permitted to remove all or any of said signs, fixtures and equipment so installed, placed or attached; provided, however, that any damage caused to the demised premises by reason of such removal will be repaired by Tenant or its assignee or sublessee so removing the same.

EIGHTH: Tenant hereby agrees to pay, in addition to the rents above specified, for all electricity, gas, and water used by it upon the demised premises.

NINTH: Landlord shall have free access to the premises hereby demised for the purpose of examining and exhibiting the same during business hours, and for making any needful repairs or alterations on said premises which may be necessary for Landlord to make; but the examining and exhibiting of said premises and any repairs or alterations made by Landlord shall not unreasonably interfere with the business of Tenant therein. Tenant will allow to have placed upon said premises notice of "For Sale" at all times and "To Rent" sign within sixty (60) days prior to the expiration of this lease, and will not interfere with the same.

TENTH: If tenant abandons said premises, the Landlord shall re-let the same for the best rent obtainable, and if the total amount received by Landlord from such re-letting, after deducting the expense of re-letting, collecting and necessary repairs, does not equal or exceed the unpaid balance of the rent herein reserved, tenant agrees to pay as damages all such deficiency. In the event tenant does not vacate the demised premises upon the termination of this lease or of any written renewal of said lease, such fact shall constitute a tenancy from month-to-month, unless the parties hereto mutually agree in writing to the contrary.

ELEVENTH: ~~Landlord agrees to furnish without expense to Tenant, during each year of the term of this lease, when outside weather conditions warrant same, sufficient heat to maintain~~