

## TITLE TO REAL ESTATE

the building, including roof, outer walls, downspouts and approaches, in good, safe, tenantable condition, sitely in appearance, painted and in good order and repair. That the Landlords shall also be responsible for the keep in good, safe and tenantable condition all structural portions of the interior of said building, including ceilings, floors, walls, stairways, plumbing and wiring, but excluding maintenance of the elevators and the winter and summer air-conditioning systems. It is specifically understood and agreed that the Landlords shall not be required to paint the interior walls of the building. The Landlords shall be liable for any damages sustained by the Tenant resulting from the failure of the Landlords to make any of the repairs which the Landlords are obligated to make, after due and proper written notice of the needed repairs has been given by the Tenant to the Landlords.

All other repairs deemed necessary or advisable by the tenant to be made at tenant's expense. At expiration of lease building is to be delivered to Landlords in as good condition as at commencement of lease, reasonable wear and tear excepted, and also excepting repairs and rebuilding which Landlords are obligated to make. F.W.S. C.W.N.

NOISES AND ODORS. That the Landlords shall not rent or use any property adjoining the demised premises if any be now owned or hereafter acquired by Landlords or any part of the building of which the demised premises are a part for uses whereby noises will be created or obnoxious odors emitted, or which will increase the fire hazard.

DAMAGE CLAUSE. That if the premises hereby demised shall, previous to the beginning of the term hereof, or during the term hereof, be damaged or destroyed by fire or any other cause whatsoever, Landlords shall and will forthwith proceed to repair and/or rebuild the same, including any improvements or betterments made by the Landlords or Tenant, upon the same plan as immediately before such damage or destruction occurred, and in the meantime, and until said premises are rebuilt and put in good and tenantable order, the rents hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall, until the said premises shall have been restored to the same condition as before such damage or destruction occurred, be suspended and cease, and if Tenant shall have paid rent in advance, Landlords shall immediately pay to Tenant an amount equal to that portion of the rent so paid in advance, payment of which is suspended. It is expressly provided, however, that if, by reason of such damage or destruction, the demised premises are rendered untenable, Landlords shall immediately proceed to repair and restore said premises as hereinbefore provided. In the event the Landlords fail to undertake negotiations for reconstruction within a period of thirty (30) days, then and in that event the Tenant shall have the option of terminating this lease.

INSURANCE. That Landlords shall keep the building of which the demised premises are a part or the whole insured against loss or damage by fire and extended coverage insurance to the extent of the full insurable value thereof, including all improvements, alterations, additions and changes made by the Landlords or Tenant, and it is agreed that such insurance shall be carried for the mutual benefit of Landlords and Tenant, and all moneys collected from such insurance shall be used toward the full compliance with the obligation of the Landlords assumed under the paragraph of this lease entitled "Damage Clause". Said insurance shall be written in the name of the Landlords only. If Landlords carry plate glass insurance, it shall be written in a manner to cover both Landlords and Tenant.

PAINTING AND REDECORATING. That all parts of the exterior of the leased premises, shall be painted, varnished, or otherwise redecorated, in the manner and in such colors as designated by the Tenant, by and at the expense of the Landlords, when and as often as Tenant may deem it necessary, provided, however, that Tenant shall not require such painting and redecorating more often than once every three (3) years.

HEAT AND WATER. That Landlords shall furnish and install a winter and summer air-