

TO HAVE AND TO HOLD said lands and premises, together with all privileges and appurtenances thereto, and to enjoy the sole and uninterrupted use and occupancy thereof under the terms and conditions set out:

I.

The Landlord covenants and agrees with the Tenant as follows, anything in this lease to the contrary notwithstanding, that:

- (a) They have the right to lease the demised premises for the term aforesaid, and they will indemnify the Tenant for any loss sustained by it as the result of the Landlord's not having the right and power to lease said premises for the term hereinbefore set out.
- (b) They will, at their own expense, keep and maintain the exterior walls and roof of the building located on the demised premises in good and proper repair during the full term of this lease and make such repairs to the interior of said demised premises as may be caused by a faulty or exterior wall.
- (c) They will put the Tenant in actual possession of the demised premises on or before the first day of February, 1959, (However, Tenant shall not be responsible for any rent until February 15, 1959.) and that the Tenant, upon paying said rent and performing the other covenants of this lease, shall peaceably and quietly have, hold and enjoy the demised premises during the term of this lease and any renewal thereof.

II.

The Tenant covenants and agrees with the Landlord as follows, anything in this lease to the contrary notwithstanding, that:

- (a) It or its assigns shall pay the rent as herein specified.
- (b) It shall not permit any unlawful or immoral practice to be committed or to so occupy the premises as to constitute a nuisance.
- (c) It shall pay for all electricity, water, other public utilities and heat used by it or those claiming under it in said demised premises.
- (d) It will keep and maintain said premises in a good and sufficient condition and repair, reasonable wear and tear and damage caused by wind, water and other elements outside of the control of the Tenant excepted, and have repaired at its own expense all broken glass and all other damage caused by its negligence or the negligence of its employees or invitees.

(Continued on next page)