Mortgage Subordination

7. Lessee agrees that this lease is subordinate to any mortgage heretofore or hereafter placed by the Lessor upon the demised premises, provided the aggregate principal amount of all mortgages in priority to this lease does not, at any time, exceed the assessed valuation of said building or $, whichever is greater.

Signs

8. Lessee may install and maintain on the outside of said building such signs as may be desired by Lessee in conducting its business, provided that such signs shall not violate any applicable lawful ordinance or regulation and provided that the Lessee shall pay any taxes and fees thereon.

Taxes, Utilities and Heat

9. The Lessor shall pay all taxes and assessments on the demised premises. Utilities used by Lessee will be paid as follows:

Water by Lessee Power by Lessee
Lights by Lessee Gas by Lessee

Heat will be supplied and paid for by Lessee . (If by Lessor, Lessor agrees to furnish sufficient, seasonable heat customary in the locality.)

Interior Replacements and Repairs

10. Lessee shall make all repairs necessary to maintain the interior of said premises in as good repair as that prevailing on the date of delivery of possession hereunder or prevailing immediately after the completion of any subsequent improvements or repairs made by the Lessor, as the case may be, damage by fire, the elements, or other casualty, and reasonable wear and tear excepted; provided, however, that Lessee's obligation with respect to such repairs shall be limited to an aggregate cost of $35.00 during any yearly period beginning with the day and month of taking possession hereunder, which amount shall be non-cumulative; and provided, further, that to the extent that the cost of any such necessary repairs in any such yearly period shall exceed the above amount less all sums theretofore paid by Lessee for or on account of repairs during such period, Lessee may, at its option, either make such repairs and deduct the excess cost from rentals then and thereafter payable hereunder, or reimburse Lessor up to the amount of Lessee's remaining obligation for the then current yearly period, upon Lessor's completion of such repairs to the satisfaction of Lessee. Except as provided above, all improvements in, or replacements and repairs to, the interior of said premises shall be at the sole expense of Lessor. Lessee further agrees to surrender said premises at the end of the term of this lease or of any extension or renewal thereof in as good condition as that existing on the date of the delivery of possession hereunder, damage by fire, the elements, or other casualty, and reasonable wear and tear excepted, and except as otherwise provided above or in paragraph 3 hereof.

Other Replacements and Repairs

11. Lessor shall make all improvements, replacements and repairs necessary to correct any structural faults or defects in said building or appurtenances thereof, to maintain the roof, exterior and appurtenances of said building in good repair, and to keep all mechanical equipment such as heating, plumbing, electric wiring and elevators, if any, in good order and repair. Lessor shall have the right to enter said premises at reasonable hours to examine the same and to make replacements and repairs thereto, or to the said building and equipment, as above provided.

Damage to Premises

12. In the event of damage to said premises by fire, the elements, or other casualty, Lessor shall repair the damage with reasonable dispatch. If the damage renders the premises untenantable in whole or in such part that Lessee deems it impracticable to conduct its business therein, the rent shall abate until the damage has been repaired. If the damage renders the premises untenantable in part but Lessee continues to occupy them in part, the rent shall be reduced in the proportion that the unoccupied portion of the premises bears to the entire premises, until the damage has been repaired. If the damage is not repaired by Lessor within a reasonable time, or in any event within 90 days, Lessee shall thereupon have the right to terminate this lease forthwith by giving the Lessor written notice of such termination. Notwithstanding the foregoing provisions of this paragraph, either party shall have the option to terminate this lease forthwith upon written notice to the other party, in the event the demised premises are wholly destroyed from any cause. All rent paid in advance shall be apportioned in accordance with the foregoing provisions as of the date of such damage.

Condemnation

13. In the event that the demised premises or any part thereof shall be condemned for public use, then and in that event, upon the taking of the same for such public use, this lease shall forthwith cease and terminate, anything herein contained to the contrary notwithstanding, except that the Lessee shall have the right to prove and collect the value of its unexpired term and of the fixtures and improvements installed in or made to the demised premises by the Lessee. In the event of such termination of this lease, all rent paid in advance shall be apportioned as of the date of such termination.

Zoning

14. Lessor covenants that said premises are properly zoned for the use required by Lessee in conducting its business hereinbefore described. If zoning or other laws or ordinances regulating the use of the premises, in effect at any time during the term hereof, shall make it unlawful or impracticable for Lessee to conduct its said business at the demised premises, Lessee shall have the option to terminate this lease upon written notice to Lessor.

Driveways and Easements

15. Lessor covenants that Lessee will have the right to use the driveway(s) and easements adjoining or appurtenant to said premises, which said driveway(s) and easements are deemed essential by Lessee to its use of the premises.