

35. Prior to the commencement of the term of this lease, Lessor shall install such electrical equipment and connections to service the Leased Premises as shall be required to bring electrical service to the panel and raceway in the building on the Leased Premises, including an 800 amp., three phase, fifty (50) circuit panel, and the Lessor shall install in the Leased Premises all lavatory equipment and fixtures, including commodes, all plumbing equipment, (including connections, exterior and interior, to the source of supply) necessary for the supply of water to the Leased Premises for lavatory and air-conditioning purposes; and Lessor covenants and agrees that if an adequate supply of water to the Leased Premises shall not be available from a local governmental or utility company source throughout the term of this lease, Lessor shall furnish an adequate supply of water to the Leased Premises throughout the term hereof. Lessee, at Lessee's expense, shall make all necessary replacements of and repairs to any such equipment and fixtures.

36. Underlying Lease. The parties hereto acknowledge that Lessor is a tenant of the tract of land on which the building to be constructed and occupied under this Lease Agreement and the adjoining parking lot thereto are to be so constructed, which property is described in Exhibit B hereto and is set forth in the Plot Plan annexed hereto as Exhibit A pursuant to an underlying lease between the Lessor and the owner of said land on which said building is to be constructed. Lessor represents and warrants to Lessee that the performance of Lessor and Lessee of their representative obligations hereunder the exercise by Lessor and Lessee of their representative rights, privileges and options hereunder are permissible under the terms of said underlying lease and will not constitute a breach or default thereunder. This representation and warranty is in addition to and not in limitation of any other representations and warranties made herein by Lessor.

37. Anything in Article 2 of this lease to the contrary notwithstanding, if the term of this lease shall commence, as provided in paragraph (b) of Article 1 hereof, at any time during the last three (3) calendar months of the year 1969, or the first two (2) calendar months of the year 1970, the original term of this lease shall continue for a period expiring on February 28, 1975.

THE SPERRY AND HUTCHINSON COMPANY

By 

SANFORD H. BUTLER

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