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(9) The tenant shall keep the premises, including heating apparatus, wiring, windows and plumbing in good order and repair during the period of this lease, and upon the expiration or termination of said lease, shall deliver up the premises and building in good order and repair, reasonable wear, tear and decay and damage by fire and the elements excepted. In this connection, it is understood that the landlord shall keep in repair any water pipes leading into said building.

(10) Other than as hereinafter specified, the tenant agrees to make no alterations or improvements to the premises and building, except at its own expense, and without first having obtained the written consent of the landlord, which consent the landlord covenants not to unreasonably withhold.

(11) Should the building or any substantial part thereof be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the landlord covenants to repair or restore the same with due diligence, and the rent or a fair and just proportion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the building is restored and made fit for occupancy or use. Should the building be totally or substantially destroyed by fire, or other casualty, so as to be totally unfit for occupancy or use, this lease may be terminated at the election of either party, notice thereof being given to the other party.

*Lived out  
before execution*

*(Signature)*

~~In the event the demised premises are damaged or destroyed during the last two years of the term hereof to the extent of 33-1/3% or more of the insurable value thereof immediately prior to such damage or destruction,~~