

mises were actually occupied by the Tenant, and the Landlord shall be the owner of any furniture, fixtures, and equipment installed by the Tenant in said premises as liquidated damages for failure of the Tenant to comply with the terms of this Lease.

(11) The Tenant shall keep the premises, building and all fixtures, pipes, wires, and windows, in good order and repair during the term of this Lease and upon the expiration or termination of said Lease, shall deliver up the premises, building, and fixtures in as good repair as they were at the commencement of said Lease, reasonable wear and tear alone excepted. The Landlord shall be responsible for the maintenance of the air conditioning equipment.

(12) The Tenant agrees to make no repairs, improvements, or alterations to the premises and building of a structural nature except at its own expense and without having first obtained the written consent of the Landlord.

(13) Should the building of which the leased premises are a part, or any substantial part thereof, be destroyed or so damaged by fire or other casualty to an extent of less than fifty percent of the value thereof, the same shall be repaired, restored, and made fit for occupancy and use by the Landlord within a reasonable time thereafter and the rent, or a fair and just portion thereof according to the nature and extent of the damage, shall be suspended and cease to be payable until the building is repaired, restored, and made fit for occupancy and use. Should the building, or any substantial part thereof, be destroyed or so damaged by fire or other casualty to an extent of fifty percent or more of the value thereof, the Landlord or the Tenant shall have the right to declare this Lease terminated, which election on the part of either party shall be made within ten (10) days following the damage or destruction of said building.