

DAMAGE BY FIRE OR OTHER CASUALTY

Art. 13. The Tenant agrees that it will keep the buildings erected on the demised premises insured against loss or damage by fire to the extent of not less than eighty per centum (80%) of the full insurable value thereof. Such policies of insurance shall be written in the name of the Landlord and the Tenant in companies selected by the Tenant and shall provide that the loss shall be payable to the Tenant, which shall hold the proceeds of such insurance as a trust fund to be applied to the cost of repairing or restoring the damaged property. Upon completion of such repairs or restoration and payment for the same in full, any unexpended balance of such proceeds shall be the property of the Tenant free of any trust. The Tenant agrees to furnish to the Landlord certificates evidencing such policies immediately after the same are issued and to furnish to the Landlord a certificate of renewal at least five days prior to the date of the expiration of any policy in force. If the Tenant fails to keep the demised premises so insured and to furnish certificates to the Landlord as in this paragraph provided, the Landlord may procure such insurance and the premiums paid by the Landlord therefor shall be deemed rent due and payable by the Tenant to the Landlord on the first day of the succeeding month.

The Tenant agrees that if any building or buildings now or hereafter erected upon the demised premises are damaged or destroyed by fire or other casualty during the term of this lease, the Tenant will proceed with reasonable diligence to repair or restore the same to substantially the same condition existing before such damage or destruction. The rent payable by the Tenant to the Landlord shall not be diminished or abated because any building or buildings on the demised premises are damaged or destroyed.

REPAIRS Art. 14. The Tenant agrees during the term of this lease at its own cost and expense to make all repairs to the buildings on the demised premises, both interior and exterior, structural or otherwise, necessary to keep the same in a reasonably good state of repair. The Tenant also agrees that to the extent that the Landlord may be responsible therefor, it will keep the sidewalks, streets and passageways, if any, adjoining the demised premises in good order and repair.

GOVERNMENTAL REQUIREMENTS

Art. 15. The Tenant agrees during the term of this lease at its own cost and expense to promptly observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances and regulations of every governmental authority or agency concerning the demised premises and further agrees at its own cost and expense to make any and all improvements thereon or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance or regulation.

The Tenant also agrees during the term of this lease, at its own cost and expense, to promptly observe, perform, execute and comply with all requirements, directions and

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