

at the option of either party upon notice of termination being given in writing to the other party.

(12) The Lessor covenants and agrees that the Lessee, upon paying the rent herein specified, and upon performance of the covenants and agreements herein contained, shall peaceably and quietly hold and enjoy the demised premises for the specific term. At the end of the term the premises shall be delivered to the Lessor in as good condition as they now are, reasonable wear and tear or casualty not the fault of the Lessee alone excepted.

(13) In the event the Lessee should become bankrupt or placed in the hands of a receiver, or make an assignment for the benefit of creditors, then and in such event this lease shall be immediately terminated at the option of the Lessor.

(14) It is understood and agreed that the Lessor shall have the right to lease the second and/or third floor of the building, of which the leased premises are a part, but that if the Lessor receives an acceptable rental offer for said space, before entering into any oral or written lease for said second and/or third floor, the Lessor will give the Lessee the option to lease said premises for the remainder of the term of this lease at the same monthly rental and on the same terms and conditions as the Lessor has been offered by any third person, firm or corporation. If the Lessee does not exercise its option to lease said second and/or third floor, the Lessor agrees that it will not lease said second and/or third floor to any person, firm or corporation for the wholesale or retail sale of ranges, stoves, hot water heaters or other appliances sold or offered for sale by the Lessee, and that said second and/or third floor will not be leased to any person, firm or corporation for the conduct of any business which may be unlawful or may constitute a public or private nuisance or reasonably interfere with the use and enjoyment of the premises leased to the Lessee under this lease agreement. If said second and/or third floor is leased by the Lessor to a third party, the Lessor agrees to indemnify and save harmless the Lessee from any injuries or damages sustained by the Lessee on account of the use or occupancy of said second and/or third floor by any other tenant or Lessee of the Lessor.

(Continued on Next Page)