

5. The Tenant agrees to repair any damage to the building caused by the use of the premises by Tenant and its agents other than normal wear and tear.

6. 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 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. In the event of suspension of rent, appropriate adjustment shall be made in minimum annual rent paid hereunder.

7. The Tenant shall bear at its own expense any and all charges for fuel, heat, water, gas, lights, and power used on the leased premises, during the term of this lease, other than expense of maintaining operable wet sprinkler system - including necessary heat to prevent freezing or other damage.

8. The Tenant covenants and agrees that it will save harmless and indemnify the Landlord from and against all loss, liability, or expense that may be incurred by reason of any accident on the premises, or from any damages, neglect or misadventure to persons or property, arising from or in any way growing out of the use, misuse or abuse of the premises hereby leased, except as to such as might be caused by the Landlord or his agents.

9. The Landlord agrees that the Tenant, upon the payment of the rental herein, and upon the performance of the covenants and agreements herein provided to be observed and performed by it, shall peaceably and quietly hold and enjoy the demised premises for the term aforesaid.

10. The Tenant covenants and agrees with the Landlord that it will not use nor permit said premises to be used for any unlawful purpose, nor permit thereon anything which may be or become a nuisance, and that Tenant

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