

but need not, do so and Lessee shall pay promptly the reasonable cost thereof. Any such repairs made by Lessor shall be without any liability to Lessee by reason of interference, inconvenience, annoyance or loss of business.

8. In case of the destruction of said building by fire or the elements or other casualty, during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises demised wholly untenable or unfit for occupancy, or should they be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then and in such case the term hereby created shall cease and become null and void from the date of such damage or destruction, and then the Lessee shall immediately surrender said premises and all its interest therein to the Lessor, and the Lessee shall pay rent within said term only to the time of such surrender; and in case of such destruction, or partial destruction, the Lessor may re-enter and repossess said premises discharged from this lease and remove all parties therefrom. But should said premises be repairable within ninety (90) days from the happening of said injury, the Lessor may enter and repair the same with all reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall re-commence immediately upon the completion of said repairs. But if said premises shall be so slightly injured by fire or the elements or other casualty as not to be rendered untenable and unfit for occupancy, then the Lessor agrees to repair the same with reasonable promptitude, and in that case the rent accrued and accruing shall not cease or determine. Lessee shall immediately notify Lessor in case of fire.

9. Lessor shall not be liable, and Lessee waives all claims, for damage to person or property sustained by Lessee or any occupant of the building or premises resulting from the building or premises, or any part of either, unless Lessor shall have been previously notified of the existence of a hazardous condition, or any equipment or appurtenance being or becoming out of repair, or resulting from any accident in or about the building or the premises, or resulting directly or indirectly from any act or neglect of Lessee or any occupant of the building or the premises, or of any other person whomsoever. All property belonging to Lessee or any occupant of the building or the premises shall be there at the risk of the Lessee or such occupant only, and Lessor shall not be liable for damage thereto or any loss or destruction thereof.

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