

Repairs

7. The Landlord shall, at its sole cost and expense, make all repairs in and to the Building and Premises, except when the disrepair (exclusive of any disrepair resulting from fire, smoke or explosion) is directly attributable to the negligence of the Tenant, its servants, agents or employees. In the event of breakdown or needed repairs to the Premises and equipment herein referred to, the Tenant shall notify the Landlord or its agent of such breakdown or needed repairs and the Landlord shall immediately cause such repairs and/or replacements to be made; however, should the Landlord fail to begin to make such repairs and/or replacements as are necessary to correct such condition within ten (10) days from the date of notice (except that in the event of a breakdown in the heating or air conditioning systems or of any condition requiring repairs of an emergency nature, the period shall instead be limited to two (2) days), the Tenant may, but shall not be obligated to do so, cause such repairs and/or replacements to be made and the cost thereof shall be paid to the Tenant by the Landlord upon demand or, at the option of the Tenant, may be deducted from subsequent rent payments. The Tenant shall permit the Landlord and authorized representatives of the Landlord to enter the premises at times convenient to the Tenant for the purpose of inspecting, making any repairs and performing any work therein as may be necessary for the Landlord to comply with the provisions of this Article. The Landlord, in the performance of any such work shall cause as little inconvenience, annoyance, disturbance or damage to the Tenant as may reasonably be possible under the circumstances.

Redecoration

~~8. The Landlord shall, at the request of the Tenant, redecorate the Premises in colors to be selected and approved by the Tenant during the term and during each renewal or extension thereof.~~

Alterations

9. The Landlord does hereby agree that the Tenant may alter and rearrange the Premises from time to time as may, in the opinion of the Tenant, be necessary; provided, however, that any such alterations and rearrangements shall not adversely affect the structural soundness of the Building. The Landlord further agrees that at the end of the term or any renewal or extension thereof, the Tenant may quit and surrender the Premises as altered, subject only to the provisions of Article 5 hereof. It is expressly agreed that the Tenant may securely attach to the Premises, with screws or otherwise, such fixtures or other articles as may be convenient for the conduct of its business, including, but not limited to; desks, counters, partitions, shelving, lighting fixtures and safes. Said fixtures may be maintained during the continuance of the term, and any renewal or extension thereof, and all such fixtures installed by the Tenant shall remain the personal property of the Tenant and, at its election, may be removed by the Tenant at, or prior to, the expiration of the term or any renewal or extension thereof; provided that the Tenant shall repair any damage caused by such removal.

~~Air Conditioning~~

~~10. In the event the Landlord is not hereby obligated to furnish air conditioning for the Premises, the Landlord hereby consents that the Tenant may, at its election, install an air conditioning system which the Tenant may deem suitable and adequate for the Premises. Permission is also granted to the Tenant, its contractors or workmen, to enter into such other parts of the Building, in the necessary performance of such work as is required to install, operate and maintain such air conditioning system. Installation of the air conditioning system and the maintenance and operating expenses thereof shall be paid by the Tenant. The air conditioning system, during the term, and any renewal or extension thereof, shall remain the personal property of the Tenant and may be removed by the Tenant, at its election, at or prior to the expiration of the term or any renewal or extension thereof. The Tenant agrees to repair any damage caused by such removal.~~

Other Uses

11. The Landlord does hereby agree that during the term, and any renewal or extension thereof, no portion of the Building shall be used for manufacturing; for the sale of intoxicating or spirituous liquors for consumption on or off the Building; for food serving; for billiards or pool halls; meeting halls; dance halls; dancing schools or music schools; or for any other purposes which may render the Premises unsuitable or undesirable for the location of the Tenant's Insurance office. ~~THE LANDLORD HEREBY AGREES THAT NO PORTION OF THE BUILDING SHALL BE USED FOR THE PURPOSES SET FORTH ABOVE OR FOR ANY OTHER PURPOSES WHICH MAY RENDER THE PREMISES UNSUITABLE OR UNDESIRABLE FOR THE LOCATION OF THE TENANT'S INSURANCE OFFICE.~~

Damage or Destruction

12. In case of the total destruction of the Building or of the Premises by any cause whatsoever either during the term or prior thereto, or during any renewal or extension period, or in case of such partial destruction thereof as to render the Premises wholly untenable and unfit for the Tenant's occupancy, then in any such event, the term shall cease and determine as of the date of such damage or destruction, and the rent, including rents paid in advance, shall be adjusted and apportioned as of the date of such damage or destruction; provided, however, that should the Premises be capable of restoration to its previous good tenable condition within ~~thirty (30)~~ ^{ninety (90)} days from the happening of such damage, the Landlord shall enter and, at its sole cost and expense, repair the same with all reasonable speed, and the Lease shall continue in full force and effect, but no rent shall accrue after said damage until such time as the repairs shall have been completed. Delay of more than fifteen (15) days by the Landlord in commencing repairs in a case in which the Premises are capable of restoration within ~~thirty (30)~~ ^{ninety (90)} days, shall entitle the Tenant to declare the Lease terminated as of the date of the happening of such damage. In the event of the partial destruction of the Premises, not rendering the Premises wholly untenable, by any cause whatsoever, the Premises shall be immediately repaired or restored by and at the sole cost and expense of the Landlord and the rent, until the completion of such repairs or restoration, shall abate in proportion to the area of the Premises which is unusable by the Tenant.

Insurer's Liability

13. The Landlord hereby expressly releases and discharges the Tenant, its servants, agents and employees, from any claim or cause of action for any loss or damage whatsoever arising out of any negligence or alleged negligence of the Tenant, its servants, agents or employees, resulting in any fire,

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