

9239

6. If, during the term of this lease, the demised premises, the means of ingress and egress thereto, or any other property of the Lessor essential to the Lessee's occupation of said premises, shall be totally destroyed by fire or other unavoidable casualty, or so partially destroyed or damaged as to render the demised premises or said other essential property of the Lessor incapable of use or of being repaired within a period of 120 days from the date of the fire or other casualty, this lease, at the option of either party hereto, shall terminate and the Lessee forthwith shall surrender the premises and all interest therein to the Lessor and shall pay rent within the lease term only to the time of such destruction or damage. However, if the damage by fire or other casualty to the premises or such other essential property of the Lessor does not render said premises or property wholly unfit for occupancy for a longer period than 120 days from the date of such fire or other casualty, or if neither party shall elect to terminate this lease as aforesaid, this lease shall remain in full force and effect. The Lessor agrees that repairs to the demised premises or said other damaged essential property of the Lessor shall be made with reasonable promptness. In such event, the rent shall be abated in proportion to the time and to the portion of the demised premises, or to the essentiality of said other property of the Lessor, of which the Lessee has been deprived. The Lessor covenants that it will reimburse Lessee for the unamortized cost of all leasehold improvements made by the Lessee, at the Lessee's expense, which are destroyed or damaged by fire or other casualty.
7. The Lessor hereby covenants that the Lessor has a good right to lease said premises in the manner aforesaid, and that said Lessor will suffer and permit the Lessee to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation by the Lessor or any person claiming through or under the Lessor.
8. The Lessor shall pay all water rates and taxes duly assessed on said premises during the term hereof and for such future time as Lessee may occupy same. The Lessor shall furnish, at the Lessor's own cost and expense, the services and/or equipment for said premises as follows:

Please initial all changes resulting from deletion of inapplicable services.

Heat	Refrigeration	Heating Unit
Electric	Plumbing	Air Conditioning Unit
Water	Janitorial Service	

The term "Janitorial Service" shall include, but not be limited to, performance of the work as follows:

Please initial all changes resulting from deletion of inapplicable work to be performed.

Daily	Weekly	Twice Monthly	Every Six Months
Empty trash receptacles and trays	Wash partitions	Wash windows	Check light fixtures
Rest room and lavatory		Wax floor	
Scrub floors of restrooms			
Check ducts			
Check water cooler			

gled
(Initial)
LIP

LIP
(Initial)
gled

9. The Lessee shall have the right to hang or install Neon or other forms of electric signs on the inside or outside of said premises, provided that the Lessee in connection therewith shall comply with all the ordinances of the town, city or village where said premises are located. The Lessor shall provide on said premises, at the Lessor's own expense, any necessary current outlets and time clocks to which any such signs which may be erected by the Lessee may be conveniently and properly connected.
10. All glass windows and doors on the premises herein leased shall be insured by the Lessor at the Lessor's own expense, and the Lessee shall not be liable for any damage thereto which shall not have been caused by its negligence, or the negligence of its agents, servants or employees.
11. It is agreed that at or before the termination of this lease or any renewal thereof, the Lessee, its successors and assigns, may remove all property and equipment, including air conditioning and heating systems, light fixtures, trade fixtures and furnishings, data processing systems, signs, etc. installed on or affixed to the said premises by it or them, provided premises are left in good tenantable condition. It shall be considered that the premises are in good and tenantable condition despite reasonable wear and tear resulting from Lessee's occupancy.
12. It is agreed between the parties hereto that if Lessee shall decide after the date hereof that it is unprofitable for Lessee to carry on Lessee's loan business at the premises leased hereunder, because of legislation hereafter enacted, because of administrative rules or regulations hereafter made or because of court decisions hereafter made effective (which legislation, rules or regulations or court decisions may be under federal, state or local jurisdiction), then this lease may be cancelled at any time by Lessee by serving written notice of 90 days on Lessor or Lessor's authorized agent.
13. The Lessor hereby agrees not to rent, sublet or lease, or to permit any lessee or sublessee to rent, sublet or lease, any space of the building in which the demised premises are located, any space in any buildings owned by the Lessor within a reasonable distance of the demised premises or, if the premises are located in a shopping center, any space in existing buildings in said shopping center or any later additions thereto, during the term of or during any renewal or extension of this lease to a person which is licensed to engage in the business of making loans under the same regulatory statute as the Lessee or engages in the business of making loans to the same clientele served by the Lessee, provided, however, this clause shall have no application to banks or savings and loan associations.
14. The Lessee shall have the right to one renewal of this lease for a term of years equal to or less than the initial term provided for in this lease, under the same terms and conditions as aforesaid, including rental, upon giving the Lessor notice in writing at least thirty (30) days prior to the expiration of this lease of its intention so to renew. However, if such notice is not given and if Lessee remains in possession of the premises after expiration of the term as herein described, with the acquiescence of the Lessor, the Lessee shall become a tenant from month to month upon the same terms and conditions as are agreed herein.