Repairs, Replacements

16. The Lessee will keep the interior parts of the building on the demised premises in as good repair as same are in when possession hereunder is given to Lessee, except, without limitation, for repairs occasioned by fire, termites, the elements, other casualty or happening, unsafe condition or settling of the building, reasonable wear and tear, structural repairs, repairs to and of the heating equipment and parts thereof, plumbing, water or sewerage system and repairs of an extraordinary character. The Lessee will make good any damage to plate glass in the demised premises if the same be occasioned by Lessee's negligence, but not if occasioned by any other cause. Lessee may immediately install plate glass in place of any which may be damaged and the charge therefor shall be borne by whatever party is liable hereunder for such damage. The Lessee will comply (only in so far as the necessity therefor shall arise solely out of its manner of occupation of the demised premises and provided structural alterations, or extraordinary changes or repairs are not required) with all rules, regulations and requirements of any Federal, State, County or Municipal authority, or the Board of Fire Underwriters or like organization, applicable to the demised premises for the correction, prevention and abatement of nuisances thereon caused by it. Excepting for such repairs as Lessee has agreed to make herein, Lessor shall make all replacements and any and all other repairs to the demised premises and comply with all such rules, regulations and requirements.

Compliance with Laws

Insurance

17. The Lessor shall carry plate glass insurance and public liability insurance covering the demised premises

See paaagrpph 1, page 7, attached.

Alterations

18. The Lessee may, during the term of this lease or any extension thereof, at its own expense, make any alterations or changes to the partitions if they are necessary for the operation of its business and it is understood that the Lessee shall not be required to restore the premises to their original state.

Access

19. The Lessor shall have access to the said demised premises at reasonable hours for inspection and to make any repairs or replacements required of him to be made.

Fire

20. If the leased premises be damaged by fire, enemy action, the elements or other casualty, they shall be promptly repaired by the Lessor, and an abatement shall be made from the rent corresponding with the time during which and the extent to which they may not be used by the Lessee after damage occurring as aforesaid and before repair. In the event of the total destruction of the said premises by fire or other casualty, this lease shall cease and come to an end, and the Lessee shall be liable for rent only up to the time of such destruction. In the event of a partial destruction of the said premises, such as to render them unsuitable for the business of the Lessee, unless the premises are repaired and restored by the Lessor within Ninety days to a condition comparable to its condition at the time of such partial destruction, then in Lessee's option this lease shall cease and come to an end, and the Lessee shall be liable for the rent only up to the time of such partial destruction of the leased premises. In the event of the occurrance of either of the two contingencies last mentioned, the Lessee shall be entitled to receive a pro rata refund out of any advance rent paid by it for the rent period during which such premises were wholly or partially destroyed. In the event of total destruction, if the Lessor should rebuild on the same premises, the Lessee shall have the option of leasing said premises on the same terms and conditions as herein provided; except that, if a bona fide offer be made by another to lease the premises at such time, then rental shall be fixed at a rate no higher than that offered by such other person.

Neither Lessor nor anyone claiming by, through, under or in behalf of Lessor, shall have any claim, right of action or right of subrogation against Lessee for or based upon any loss or damage caused by fire, explosion or other casualty (not limited to the foregoing) relating to the demised premises or property therein, whether such fire, explosion or other casualty shall arise from the negligence of Lessee, its agents or employees, or otherwise.

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