

is unusable by Tenant as the result of a casualty, the rent herein shall be abated until the premises have been repaired or restored. If such casualty occurs in the last two (2) years of the term hereof, the Landlord shall not be obligated to rebuild unless Landlord and Tenant enter into a further agreement for extension of the term for at least five (5) years. In the event that Landlord elects not the repair or rebuild the premises as hereinabove provided, he shall give written notice to Tenant and this Lease shall thereupon be terminated.

~~Neither the Landlord nor the Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the leased property or the adjoining property, or in any manner growing out of or connected with the Tenant's use and occupation of the leased property, or the condition thereof, or of the adjoining property, whether or not caused by the negligence or other fault of the Landlord or the Tenant or of their respective agents, employees, subtenants, licensees, or assignees. This release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects the Landlord or the Tenant or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either the Landlord or the Tenant than would have existed in the absence of this paragraph. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. The parties shall use their best efforts to obtain such clauses.~~

**MAINTENANCE  
AND REPAIRS**

7. The Tenant shall keep, maintain, and repair at its own expense all interior and exterior portions of the Demised Premises including but not limited to all glass and plate glass, all plumbing, heating and air conditioning equipment, all lighting and power circuits, fixtures and attachments, and all driveways, delivery areas, walkways, entry ways, sidewalks and parking areas, except such repairs as made necessary by reason of fire and other casualties covered by Tenant's fire and extended coverage policy as heretofore provided, excepting reasonable wear and tear. Landlord shall be responsible for repairs which may be caused by the failure of structural portions of the building including foundations, floors, load bearing structural walls, and the roof so long as such items have been properly maintained by the Tenant. Landlord shall be responsible for repairing or replacing heating, ventilation, and air conditioning equipment which may fail to operate, only if such equipment has been properly maintained by the Tenant.

**FIXTURES &  
ALTERATIONS**

8. The Tenant, at its own expense, may from time to time during the term of this Lease make any interior alterations, additions, and improvements in and to the Demised Premises which it may deem necessary or desirable and which do not adversely affect the structural integrity thereof, but it shall make them in a good workmanlike manner and in accordance with all valid requirements of municipal or other governmental authorities. Any and all alterations of a structural nature such as the opening or closing of doorways, entrance ways, windows, or the removal of any load bearing walls shall be done only with the consent and approval of the Landlord, such consent and approval will not be unreasonably withheld. All permanent structural improvements shall belong to the Landlord and become a part of the premises upon termination or expiration of this Lease.

Tenant may construct and build or install in said premises any and all racks, counters, shelves, and other fixtures and equipment of every kind and nature as may be necessary or desirable in the Tenant's business, which racks, counters, shelves and other fixtures and equipment shall at all times be and remain the property of the Tenant, and subject to Landlord's lien or rights of distraint for the payment of rent, Tenant shall have the right to remove all or any part of the same from said premises at any time; provided, Tenant shall repair or reimburse Landlord for the cost of repairing any damage to said premises resulting from the installation or removal of such items.