

(8) Should the building, or any substantial part thereof, be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable, until the building is restored and made fit for occupancy or use. Should the building be totally or substantially destroyed by fire or other casualty, so as to be totally unfit for use or occupancy, this lease may be terminated by either party, upon his giving to the other written notice of his election to terminate this lease.

(9) This lease shall not be assigned, nor the premises sublet without the written consent of the landlord.

(10) It is understood and agreed that the tenant will use said building and premises for the operation of a business similar to that now being operated in the same premises.

(11) It is agreed that the tenant reserves the right and privilege after the payment of all the rent to the expiration of this lease, of removing all trade fixtures, which may be installed by or at the expense of the tenant.

(12) The tenant shall bear, at his own expense, all charges for fuel, heat, water and electric current or lights used on the premises during the period of this lease.

(13) The failure of the landlord to take advantage of any default in the payment of rent by the tenant shall not be construed as a waiver of the terms of this lease, nor shall any custom or practice which may grow up between the parties to this lease in the course of the administering of this instrument be construed to waive or lessen the rights of the landlord, or tenant, to insist upon the provisions herein stated.