

10 - Should the building or any substantial part thereof be destroyed or so damaged by fire or other casualty as to make it unfit for use and occupancy the same shall be repaired, restored, and made fit for use and occupancy, by and at the expense of the Lessor, and the rent, or a fair and just portion thereof according to the nature and extent of the damages, shall be suspended and cease to be payable until said building is repaired and restored.

11 - This lease shall not be assigned or the premises sub-let without first obtaining the written consent of the Lessor.

12 - It is understood and agreed that Lessee will use premises for the operation of a air-conditioning and furnace sales store.

13 - It is understood and agreed that the Lessor plans to construct during the term of this lease a second floor to said building.

14 - It is agreed that the Lessee reserves the right and privilege after payment of the rent to the expiration of the lease, of removing any and all trade fixtures and other fixtures of similar nature which may be installed by or at the expense of the Lessee, with the express understanding, however, that such damage as may be caused or result from such removal will be rectified by the Lessee and made good to the Lessor.

15 - All signs on these premises shall comply with the laws, ordinances and regulations applicable thereto of the City, County, and State in which the leased premises are situated and all exterior signs shall be approved by the Lessor.

16 - The Lessee covenants and agrees that it will save harmless and indemnify the Lessor from and against all loss, liability, or expense that may be incurred by reason of any accident arising out of the use, or misuse of the premises hereby leased.

17 - In the event the Lessee, their successors or assigns shall be adjudicated bankrupt or placed in the hands of a Receiver or should make an assignment for the benefit of their creditors or if their furnishings and property should be seized under attachment, execution or other process and said attachment, execution or other process be not vacated or the property released within ten days, then, and in such event, this lease shall be immediately terminated at the option of the Lessor.

18 - The Lessor agrees that the Lessee, upon paying the rental herein reserved, and upon the performance of the covenants and agreements herein provided to be observed and performed by them, shall peaceably and quietly hold and enjoy the demised premises for the term aforesaid.

19 - This lease agreement executed by the Lessor and Lessee in duplicate, merges all understanding and agreements between the parties hereto with respect to the leased premises and shall constitute the entire lease agreement. Said lease agreement shall not be changed or modified except upon the written consent of the Lessor and Lessee, which written consent shall be executed in duplicate and attached to and become a part of the duplicate originals of this lease agreement.

It is further agreed that the Lessee has an option to lease the above described store building for an additional five year period at a price to be agreed on at the expiration of this lease.