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due and payable, and resort to any legal remedies at law, or in equity, for the enforcement or collection of the rent or to recover damages for the breach of said covenant; or

(b) Declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free from any right of the tenant, or its successors or assigns, to use said demised premises, but the landlord shall, nevertheless, have the right to recover from the tenant any and all amounts, which under the terms hereof, may then be due and unpaid for the use of the demised premises, provided the tenant shall not have paid said rent before the expiration of such fifteen days' notice.

(9) The tenant shall keep the premises, including heating apparatus, windows, plumbing, roof, elevator and other parts of the building, in good order and repair during the period of this lease, and upon the expiration or termination of said lease shall deliver up the premises and building in as good repair as they were at the commencement of this lease, reasonable wear and tear excepted.

(10) 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 occupancy or use, this lease may be terminated at the election of either party, notice thereof being given to the other party.

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

(12) The tenant shall bear at its own expense any and all charges for fuel, heat, water, gas, lights and power used on the leased premises, during the term of this lease.