

~~or sewerage system, the air conditioning plant or 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; and the Lessor assumes liability for all damage and/or injuries resulting from his breach of this covenant and shall indemnify and save harmless the Lessee against any and all claims, demands, actions, causes of action, loss or expense brought about by personal injury or property damage to the Lessee, Lessee's customers, or others, or for any damage to the Lessee's merchandise or equipment, arising out of Lessor's failure to make such repairs or replacements.

Compliance with Laws

15. The Lessor shall carry plate glass insurance and public liability insurance covering the demised premises endorsed to include the Contractual Liability assumed by Lessor under indemnity agreement hereinabove set forth and the Lessor shall pay the premium therefor and deliver to the Lessee certificates showing that the coverage includes the aforementioned Contractual Liability assumed by said Lessor; said certificates to provide also that the policy may not be changed, cancelled or terminated during the term mentioned therein or any continuance thereof.

Insurance

16. 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.

Alterations

17. 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.

Access

~~18. The Lessor agrees to furnish heat to the demised premises, sufficient comfortably to heat the same, at all times during the Lessee's business hours on each day Lessee shall be open for business from October 1st to April 30th in each year during the term of the lease or any extension thereof, and at such other times as may be required by law or ordinances; and in the event of failure or omission on the part of the Lessor to furnish heat as aforesaid, The Lessee, in addition to and not in limitation of any other remedy, shall have the right to put the heating plant in operation or to obtain heat from other sources and Lessor agrees to pay to the Lessee, upon demand, any and all sums required to be expended by the Lessee for heat, and upon Lessor's failure to pay the same, Lessee shall have the right at its option to deduct same from the rents thereafter to become due under the terms of this lease.~~

Heat

19. 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 thirty 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 occurrence 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.

Fire