

5. The Lessee, at its own expense, may make improvements to the leased building in order to adapt it for use as a retail furniture establishment, including the installation of partitions, repairs and alterations to the wiring, elevator, plumbing, and store front, provided the same do not damage the structural portion of the building. Such improvements shall belong to and (if the Lessee is not in default hereunder) may be removed by the Lessee at any time during the term of this lease, but in such event the Lessee shall be responsible for any damage to the premises resulting from the removal of said improvements therefrom.

6. Lessor shall keep and maintain the roofing, walls, the outside and all structural portions of the demised building in good order and repair at all times, except as may be occasioned by the negligence of the Lessee, and shall pay all city, county, state and other ad valorem taxes, and all street or tax assessments levied against the premises, together with the improvements thereon.

7. Lessee shall make all other repairs, including all window glass, plumbing, wiring, air conditioning, heating system and elevator as may be necessary, and shall return the premises at the termination of the leased period (or other lawful termination thereof) in as good condition as the same were at the beginning of the term, loss by fire, riots, acts of war or other casualty, or by ordinary wear and tear excepted. If Lessee relocates the cooling tower of the air conditioning system, it will make the necessary repairs to the roof and building as may be occasioned by the relocation. Lessee shall pay all utilities and all taxes assessed against its personal property located on the premises.

8. In case of fire or other casualty, Lessee shall give immediate notice to Lessor. In the event that the improvements upon the demised premises are partially destroyed or damaged by fire or other casualty but are not thereby rendered untenable, then the Lessor shall promptly repair the same to substantially the same condition in which such improvements were before such damage, and the rent shall abate proportionately with the damaged area during the time it is being repaired; provided, that if such repairs have not been commenced within 30 days from the date of such damage, or completed within 90 days of the date of such damage, the tenant may either make such repairs and deduct the cost thereof from the rental or cancel this lease by serving written notice upon the Lessor. In the event the improvements upon the demised premises are damaged or destroyed by fire or other casualty to such an extent as to render the premises untenable, then this lease shall terminate and the rent hereunder shall abate as of the date of said loss.

9. Lessor shall obtain and maintain adequate fire insurance, with extended coverage, on the premises. In the event that there is any loss covered under said insurance, the proceeds thereof shall be used to make any repairs or replacements which Lessee may be obligated hereunder to make. If, at any time during the term *J.B.R.*

10. In the event the Lessee should fail or neglect to make any rental payment, or fail to carry out or perform any covenants herein agreed

*J. H. B.*  
\*hereof, the Lessee shall use the leased premises so as to cause an increase in premiums, exclusive of any general increases which may from time to time occur, for the aforementioned insurance to be carried by the Lessor, the Lessee agrees upon demand to reimburse the Lessor, as additional rental, for such increase.

(continued)

*J. B. F.*  
*J. H. B.*