

in as good condition as said premises were in when occupied by the Lessee at the origination date of the lease, ordinary wear and tear excepted.

7. The Lessor agrees to keep in repair and to maintain in good condition the exterior walls, structural members, and roof of the building located upon the leased premises. The Lessee agrees to keep the remainder of the building in good repair. It is understood and agreed that the Lessee shall pay the expense of service calls and of ordinary maintenance in respect to the heating plant, plumbing facilities and electrical system and shall keep the same in repair; provided, however, that if there is a complete failure of any of said facilities the Lessor shall pay the expense of restoration or replacement.

8. In the event the building upon the demised premises is damaged by fire, by the elements or by violence, the Lessee shall give immediate notice to the Lessor and the Lessor shall thereupon proceed with all possible dispatch to cause the damage to be repaired; and the obligation of the Lessor to make such repair and to complete the same with dispatch is absolute during the first three (3) years of the lease and is not subject to the qualifications hereinafter stated in the next paragraph.

After the lease has been in operation for a period of three (3) years, in the event the loss from such cause or causes shall be in excess of fifty per cent (50%) of the insurable value of the building, either the Lessor or the Lessee may at its option terminate this lease and the Lessor shall refund to the Lessee any rent which it may have paid in advance for a period extending beyond the date of such loss. In the event the damage is fifty per cent (50%) or less of the insurable value of the building or in the event the loss is greater than fifty per cent (50%) but neither the Lessor nor the Lessee desires to terminate this lease, the Lessor shall have the damage repaired as speedily as possible. If the Lessee is unable to conduct its business on the premises during any period of time required hereunder for making of repairs, the rent shall be abated until such time as the Lessee is able to regularly conduct its

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