

TITLE TO REAL ESTATE

Municipal or other lawful authority, and of the Board of Fire Underwriters or any other board performing like functions, affecting said premises, and shall make any repairs, alterations or additions required by such authority.

5. It is mutually covenanted and agreed, that if, during the term hereof, said leased premises shall be substantially destroyed by fire, tornado, or any other casualty, then this lease, at the option of either party, and upon ten days' written notice to the other party, shall cease and terminate, and each party shall be released from further obligation hereunder, and the Lessor shall refund to the Lessee any portion of the rent paid in advance and not earned at the time of such destruction.

If, however, during the term hereof, the said premises shall be only partly destroyed by fire, tornado or any other casualty, the Lessor shall repair the premises as speedily as possible at his own expense, and until the completion of such repairs the Lessee shall be entitled to a reduction of rent in proportion to the amount of floor space of which it is deprived the use while such repairs are being made.

Damage to such extent as to render fifty per cent or more of the floor space unusable for the purposes of the Lessee's business shall be deemed a "substantial destruction" within the meaning of this agreement, and damage which renders less than fifty per cent of the floor space unusable for the purposes of the Lessee's business, but which cannot be repaired within thirty days shall likewise be deemed to be a "substantial destruction". Damage which renders less than fifty percent of the floor space unusable for the purposes of the Lessee's business, and which can be repaired within thirty days shall be deemed to be a "partial destruction" within the meaning of this agreement.

6. The Lessee shall have the right to install suitable partitions and office and business fixtures in said premises and to place such signs and other advertising matter upon the walls and/or roof of the said premises from time to time, as it may deem advisable, and, at the expiration or termination of the term herein granted, shall be entitled to remove any such fixtures or signs installed by it during its previous occupancy of said premises or installed hereafter, provided, however, that any injury or damage to said premises caused by the installation or removal of such fixtures and signs shall be promptly repaired by the Lessee at its own cost and expense.

7. The demised premises shall be used by the Lessee for operating a Drug Store and Sandwich Shop and for necessary office purposes in connection therewith.

8. The Lessor, at all times during the term hereof, shall have access to the said premises during the business hours of the day for the purpose of making inspections or repairs.

9. The Lessee covenants and agrees to pay the rent at the times aforesaid during the continuance of the said term; not to do or suffer any waste upon said premises; and at the end of said term to deliver up said premises in as good state and condition as reasonable use and wear thereof will permit, damages by fire or the elements, and damages not resulting from the negligence of the Lessee or not required to be repaired by the Lessee under the terms hereof excepted.

10. The Lessee shall, during the term of this lease, pay all bills, for heating and lighting the demised premises and for water consumed therein by the Lessee.

11. In the event of any default by the Lessee in the payment of rent or in the performance of any other covenant or condition hereunder to be performed by the Lessee, continuing for ten days after written notice or demand with respect thereto by the Lessor, and thereupon this lease, and the term and estate herein granted, and all the right, title and interest of the Lessee hereunder, shall cease, terminate, and expire at the discretion of the Lessor only.

12. It is hereby agreed that the mailing of a written notice or demand, enclosed in a sealed post-paid envelope, by registered mail, addressed to the Lessor or the Lessee, as the case may be, at the address designated at the beginning of this agreement, shall be sufficient notice or demand in any case arising under this agreement.