

use, provided Lessee before making any change shall first obtain the consent, in writing, of the Lessor thereto, and provided further that said Lessee shall at the expiration of this lease return the said premises to Lessor restored to their original plan.

REPAIRS.

Fifth: That except as in this Section and in Sections Eighth and Thirteenth provided, Lessor will during the continuance of the lease and for the term hereby granted keep the said premises in good repair at the Lessor's cost and expense.

That Lessee will at all times during the continuance of this lease and at Lessee's cost make minor current repairs such as that to doors, windows, locks, hinges, minor leaks and minor breakage or failure of other parts of the building, and will also make such repairs as may be caused by excessive loading or other improper use by Lessee of any of the leased premises.

INSPECTION.

Sixth: That Lessor, through any of its officers, agents, servants or employees, shall have, during the continuance of this lease and the term hereby granted, the right and privilege at any reasonable time to enter upon, examine, and repair the premises hereby demised.

LIABILITY.

Seventh: That it is distinctly covenanted and agreed that inasmuch as the Lessee desires for Lessee's convenience to use the premises leased, notwithstanding the proximity of the railroad tracks, engines and machinery thereto, and operation of trains in the vicinity and the risk of fire on account thereof, and on account of the situation of the leased premises and environments, any and all risk of fire to any property at any time upon said leased premises is assumed by Lessee, and Lessee hereby releases the said Lessor from all claims, for damages arising or resulting from fires communicated to any improvements placed on the premises of Lessor, whether caused by locomotives, cars, engines or machinery, or the operation thereof, or extending thereto from any fire on the property of Lessor, whether leased or not; and the Lessee agrees to indemnify the Lessor and hold it harmless from and against all claims and demands of every nature on account of injury or damage to or loss of any property of any nature whatever on said leased premises, except property of Lessor, which may be occasioned by, or grow out of, or be incident to the operation of the locomotives, trains or other machinery on said leased premises, or in the vicinity thereof, or which may be caused by, or grow out of, any fire upon the property of Lessor, whether leased or not, and which may extend to the premises herein leased.

DESTRUCTION AND RESTORATION.

Eighth: In the event of the total destruction by fire, flood or storm of the buildings and improvements on the premises herein demised, or in the event that the said buildings and improvements be so damaged or injured by fire, flood and/or storm as to render the same untenable or unfit for the use and purposes for which the same have been leased, then either party hereto shall have the right, option and election to terminate this indenture by written notice to that effect delivered to the other party. If neither party shall cancel this indenture and if the Lessor shall elect to re-build and restore the said buildings and improvements, the rent hereby reserved shall abate and not be due and owing for and during the period which shall elapse between such destruction or damage of the said buildings and improvements, and restoration and rebuilding of the same.