

If such casualty, as just referred to, destroys the improvements on the premises, or so damages the same that they may not be reasonably restored or repaired within 120 days after the occurrence of such casualty, then in that event either party hereto may by notice in writing, given to the other party within 30 days from the date of the occurrence of the casualty, terminate this lease, in which event neither party shall be liable to the other for any obligation thereafter accruing under or by virtue of the terms of this Agreement; provided, however, that in any such case the Lessee, within 5 days from the effective date of such termination of the lease, remove all of its personal property from the demised premises and surrender possession thereof unto the Lessor.

In the event the Lessor negligently destroys property of the Lessee, the Lessee hereby waives all rights of subrogation to the extent the Lessee is covered by insurance; in the event the Lessee negligently destroys the property of the Lessor, the Lessor hereby waives all rights of subrogation to the extent the Lessor is covered by insurance.

It is further understood and agreed that the Lessee shall pay the cost of all utilities used in the demised premises and all costs of upkeep, repair and maintenance of the interior of the demised premises, and all costs of alterations of the interior thereof.

Lessee agrees to provide normal and regular maintenance for the heating and cooling units but shall not be responsible for the cost of replacement of the units or any part thereof due to ordinary wear and tear, except as herein-after provided. By way of clarification, normal and regular maintenance shall include at least an annual inspection and service and shall also include the regular replacement of filters or cleaning of filters on a schedule recommended by the local utility company involved or by a qualified mechanical engineer. It is understood and agreed that any replacement part for said units costing \$50.00 or less shall be considered as part of Lessee's obligation to provide normal and regular maintenance. Any replacement part costing in excess of \$50.00 shall be the expense of the Lessors. If the replacement part costs \$50.00 or less, Lessee will pay the entire cost of replacing it, including the cost of the part and labor. If the replacement part costs more than \$50.00, Lessor will pay the entire cost of replacing it, including the cost of the part and labor.