tear thereof will permit, damage by the elements excepted.

- 5. And the Lessors covenant with the Lessee that the Lessee on paying the rent and performing the covenants on its part, shall and may peaceably and quietly have, hold, and enjoy the demised premises during the term aforesaid.
- that in case the building erected on the premises hereby demised shall be partially damaged by fire, the same shall be repaired as speedily as possible at the expense of the Lessors; but in case of the total destruction of the premises by fire or otherwise (total destruction shall mean 70% or more of the value of the building has been destroyed) the rent shall be paid up to the time of such destruction; and it is further agreed that in the event the premises are totally destroyed by fire or otherwise then either party may terminate the Lease; in the event of partial destruction the rent shall abate proportionately until the premises are placed in complete repair.
- It is further agreed that the water, gas, electric and other utility charges and heating charges shall be paid by the Lessee; that all interior decorating and renovation shall be at the expense of the Lessee; that roof and structural repairs shall be made at the expense of the Lessors unless the same are damaged by any acts of the Lessee or by reason of the use by the Lessee; that all improvements made and fixtures added by the Lessee to the premises in question shall become the absolute property of the Lessors at the termination of the Lease except as provided in paragraph. 3 of this Lease; that taxes shall be paid by the Lessors; that fire insurance on the building shall be paid by the Lessors except that if said fire insurance rate increases by reason of any use made by the Lessee, then the Lessee shall pay such additional premium required; that general liability insurance shall be carried by the Lessee in an amount approved by the Lessors and such insurance by endorsement shall specifically include the Lessors but said prem-_4_(CONTINUED ON NEXT PAGE)