

SECTION VIII.

DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

Lessor represents that the premises are in fit condition for use by the Lessee. Lessor warrants that the air-conditioning and heating systems on the premises are in good working order and that the Lessor will make any necessary repairs to these units which may become necessary within a thirty (30) day period, beginning September 1, 1976. Acceptance of the premises by the Lessee shall be construed as recognition that the premises are in good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term or in a renewal thereof in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed to the same condition as when received.

SECTION IX.

PARTIAL DESTRUCTION OF PREMISES

Partial destruction of the leased premises shall not render this Lease void or voidable nor terminate it except as herein provided. If the premises are partially destroyed the term of the Lease, Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations within sixty (60) days of the partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by Lessee. If repairs cannot be made within the time specified above, Lessor shall have the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to the Lessee as provided herein. If the repairs cannot be made in sixty (60) days and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.