

7. The Lessor agrees to maintain the roof, outer walls and down spouts of the building, of which the demised premises are a part.

8. In the event the premises or any substantial part thereof should be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just portion thereof, according to the nature and extent of the damage shall be abated until the premises are restored and again made fit for occupancy and use. Should the premises be so destroyed by fire or other casualty as to be rendered unfit for occupancy or use, this lease shall terminate at the option of either party upon notice of termination being given in writing to the other party.

9. The Lessor covenants and agrees that the Lessee, upon paying the rent herein specified, and upon performance of the covenants and agreements herein contained, shall peaceably and quietly hold and enjoy the demised premises for the specific term. At the end of the term the premises shall be delivered to the Lessor in as good condition as they now are, reasonable wear and tear or casualty not the fault of the Lessee alone excepted.

10. In the event the Lessee should become bankrupt or placed in the hands of a receiver, or make an assignment for the benefit of creditors, then and in such event this lease shall be immediately terminated at the option of the Lessor.

11. Anything in this lease to the contrary notwithstanding, it is understood and agreed that the Lessee shall not be obligated to pay rent upon the space now occupied by The Community Finance Co. after November 15, 1951, until the stairway and rear door leading from said building to the basement is completed and the outside entrance opening from the rear of said building to Brown Street and the toilet have been installed and completed by the Lessor as herein provided in Paragraph 2 (a) (b) (c) of this lease and the stairway leading from the rear of that portion of the first floor of said building, which is not to be occupied by the Lessee, to the basement has been removed.

12. It is understood and agreed that the Lessor shall have the right to lease the second and/or third floor of the building, of which the demised premises are a part, but that if the Lessor receives an acceptable rental offer for said space, before entering into any oral or written lease for said second and/or third floor, the Lessor will give the Lessee the option to lease said premises for the remainder of the term of this lease at the same monthly rental and on the same terms and conditions as the Lessor has been offered by any third person, firm or corporation. If the Lessee does not exercise its option to lease said second and/or third floor, the Lessor agrees that it will not lease said second and/or third floor to any person, firm or corporation for the wholesale or retail sale of ranges, stoves, hot water heaters or other appliances sold or offered for sale by the Lessee, and that said second and/or third floor will not be leased to any person, firm or corporation for the conduct of any business which may be unlawful or may constitute a public or private nuisance or reasonably interfere with the use and enjoyment of the premises leased to the Lessee under this lease agreement. If said second and/or third floor is leased by the Lessor to a third party, the Lessor agrees to indemnify and save harmless the Lessee from any injuries or damages sustained by the Lessee on account of the use or occupancy of said second and/or third floor by any other tenant or Lessee of the Lessor.

13. It is understood and agreed, however, that the above restriction against the sale of appliances shall not apply to a furniture store which sells the appliances above referred to as an incidental part of its business.

14. Anything in this lease to the contrary, notwithstanding, it is understood and agreed that if the Lessor fails to deliver to the Lessee possession of the basement and corner store hereinabove referred to in Paragraph 1 (d) of this lease, on or before November 15, 1951, or the possession of the two areas of the front of said building

BY: [Signature]
[Signature]