

condition as existed prior to making such alterations and/or additions; ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted. All such alterations and/or additions not so removed by the Lessee shall become the property of the Lessor without any obligation on the part of the Lessor to pay for the same.

The Lessee agrees, however, that under no circumstances will it alter or use the leased property so as to create or maintain a nuisance; nor will it make any alteration and/or addition, or install any equipment, which will increase the fire insurance rates on the leased building, without first obtaining the Lessee's approval thereof and agreeing to pay the extra cost of such increased fire insurance.

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5. The Lessor shall, without expense to the Lessee, maintain and make all necessary repairs to the foundation of the leased building, the outer walls thereof, the roof, gutters, downspouts, water mains and sewerage lines thereof, and subject to the applicable provisions of this Paragraph 5, shall also be responsible for keeping the heating system of the leased building in good working order to the extent of making all necessary major or structural repairs or improvements thereof.

The Lessee shall maintain and keep in good repair the interior of the leased building and all fixtures therein, and specifically with respect to the aforesaid heating system, and subject to the applicable provisions of this Paragraph 5, shall be responsible for the normal and ordinary up-keep of such system, including the requisite removal of clinkers and the proper use of such system so as not to abuse any of the equipment thereof.

6. In the event that the leased property should be damaged or destroyed by fire, flood, the elements, act of God, war or casualty at any time during the term of this lease, to an extent not exceeding fifty (50) percent of the value of the leased building,