

13. COMPLIANCE WITH BUILDING AND SANITARY CODES.

Lessor covenants that the leased premises and the improvements thereon will, upon completion, comply in every particular with all sanitary, labor and building requirements of all laws applicable thereto now in force.

14. TERMINATION FOR DEFAULT IN PAYMENT OF RENT. It is

further expressly understood and agreed that in the event there be any default in the payment of the rental hereinabove reserved or any breach by Lessee of any of the other covenants on the part of Lessee herein contained, and such default or breach shall continue after thirty (30) days' written notice to Lessee, then and in any such event it shall be lawful for Lessor to re-enter into and upon the said premises, or any part thereof in the name of the whole, and thereupon this lease shall, at the option of Lessor, absolutely terminate. It is further covenanted and agreed between the parties hereto that, for the more effectual securing of the rent herein reserved and as a further condition of this lease, the filing of any petition or other proceedings in bankruptcy or insolvency by or against Lessee shall be deemed to constitute a breach of this lease, and thereupon, ipso facto, and without entry or other action by Lessor, this lease shall become and be terminated; and, notwithstanding any other provisions of this lease, Lessor shall forthwith, upon such termination, be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue thereof, less the fair rental value of said premises for the residue of said term.

15. INSURANCE COVERAGE. It is agreed that Lessor will, during

the continuance of this lease, at its own cost and expense, keep the building to be erected by it on the demised premises pursuant hereto insured to the extent of its full insurable value against loss or damage by fire, with extended coverage, and in the event the same be damaged by fire or other cause so insured against, Lessor shall and will forthwith proceed to repair and/or rebuild the same, and Lessee shall meanwhile be entitled to an abatement of rent, to the extent of the loss of use suffered by it. In the event of the destruction (meaning by "destruction" damage to the extent of seventy-five (75%) per centum or more of its value) of the said building by fire or other cause insured against, during the first five (5) years of said term, Lessor agrees to restore the same in accordance with the provisions hereof, but in the event of its destruction, as above defined, after the expiration of the first five (5) years of said term, Lessor or Lessee may, at their option, cancel and terminate this lease by giving to the other written notice thereof at any time within thirty (30) days after the date of such destruction, unless within thirty (30) days after the giving of such notice by Lessor, Lessee shall agree forthwith to extend all the terms hereof for the balance of the original term of this lease plus an additional five (5) years, beginning on the date of the restoration of said building.

16. RENEWAL. Lessee is granted the right, at its option, to renew

this lease for an additional period of five (5) years, upon giving notice in writing of intention to so renew ninety (90) days prior to the expiration of the term provided by this lease. If such renewal option shall be exercised by the Lessee, the Lessor covenants that, upon the expiration of such renewal period, the Lessee shall have the right to match any offer made to the Lessor for a subsequent lease of the demised premises. All of said renewal periods, if exercised, shall be upon all and the same terms and conditions herein set forth.

17. SURRENDER OF PREMISES ON TERMINATION. Lessor

covenants for Lessee's quiet enjoyment of the demised premises during the continuance of this lease; and Lessee covenants that upon the termination of this lease, or any extension thereof, that it will quietly and peaceably deliver up possession of the demised premises, in good order and condition, reasonable wear and tear excepted.