

restoration of the building is completed.

9. Landlord warrants that it is seized of the above described premises in fee simple, and that it has the right to lease them as herein provided, and that it will defend the title against all claims of all persons whomsoever.

10. In the event that the Tenant, its successors, or assigns goes into bankruptcy, voluntary or involuntary, or is placed in the hands of a receiver or makes a general assignment of its property for the benefit of creditors or files a petition pursuant to any State or Federal Law for the extension of its debts or if its stocks of goods, wares and merchandise located on the leased premises should be seized under attachment, execution or other process and such attachment, execution or other process be not vacated or such property released within ninety (90) days, then and in each event, the Landlord shall have the right, at its option, to immediately terminate the lease, whereupon the full rental for the whole term of the unexpired term shall be immediately due and payable and the Landlord may enter the demised premises and take possession thereof, and resort to any legal remedies prescribed by law for the enforcement or collection of the entire rent, or to obtain possession of the leased property.

THE LANDLORD AGREES DURING THE TERM OF THIS LEASE:

11. To pay all taxes, assessments, or liens that may be made against or levied upon said premises during the term of this lease, except that if the ad valorem taxes on the leased premises for any taxable year during said term shall be increased over such taxes assessed against said premises for the first taxable year following the year in which the improvements to be constructed hereunder shall be completed, the tenant shall pay, or reimburse the Landlord for the payment of such increase in the amount of taxes against said properties in excess of the amount of the taxes for the first taxable year following the year in which the improvements to be constructed hereunder shall be completed.

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