

(1) That it will surrender the leased premises at the termination of this lease in as good condition as they shall be in at the beginning, reasonable wear and tear and damage by casualty alone excepted.

10. The Landlord covenants and agrees:

(a) That he has the legal right to enter into this lease and that he will put the Tenant in actual possession of the leased premises at the beginning of the aforesaid term and that said Tenant, so long as it pays the rent and performs the covenants on its part herein set out, shall and may peaceably and quietly have, hold and enjoy the leased premises for the full term hereof. Landlord warrants that he is seized of good title to the leased premises.

(b) That he will pay all taxes assessed or imposed upon the leased premises.

(c) That he will promptly restore any damage done to the leased premises by fire or other casualty.

11. It is mutually covenanted and agreed:

(a) That if the leased premises shall be wholly or partially destroyed or damaged by fire, or other casualty, this lease shall not be terminated, but Landlord shall rebuild and restore said premises within a reasonable time and the minimum rent shall be abated proportionately until the leased premises shall have been restored.

(b) In the event any of the leased premises are taken by eminent domain, the minimum rent shall be abated proportionately from the date of such taking. If twenty (20%) per cent or more of the leased space is so taken, the Tenant may by written notice to the Landlord within thirty days after receipt of notice of the condemnation proceedings, terminate said lease. All compensation awarded under any eminent domain proceeding shall be the property of Landlord regardless of whether such damages shall be awarded as compensation for the diminution in value of the leasehold or to the fee of the leased premises. Provided, however, Landlord shall not be entitled to any award made Tenant for depreciation to and cost of removal of stock and fixtures.

(c) If the Tenant shall be adjudicated a bankrupt or voluntarily petition for bankruptcy, or be placed in the hands of a receiver or make an

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