

Assignment  
Or Subletting

7. The tenant further covenants that he will not allow anyone to share said premises, nor assign, sublet, or transfer said premises or any part thereof without the Landlord's written consent.

Condemnation

8. It is agreed by and between the Landlord and the Tenant that if the whole or any part of said premises hereby leased shall be taken by a competent authority or any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be property of the Landlord.

Eviction

9. In the event the premises are condemned by a government agency (such as health department), or the Tenant is evicted due to the Landlord's negligence, then this Lease will terminate from the date of said eviction. Upon the failure of the Tenant to make any payment of rent when it is due, or if the Tenant should breach any other covenants, agreements or conditions herein contained, or if the premises are abandoned, deserted or vacated, then, at the option of the Landlord or his agents, this lease shall terminate, and the Landlord may re-enter and repossess the said premises and remove and put out Tenant and each and every occupant. In the event of re-entry by the Landlord, it is herein provided that Tenant shall be liable in damages to said Landlord for all loss sustained. Provided, however, that in the event of any default under this lease, Landlord will not terminate the lease or take any action to enforce any claim with respect thereto without giving to the holder of the Note given to Tenant by Small Business Administration at least sixty days' prior written notice and the right to cure such default within said period; and so long as the holder of the Note has not entered in possession of the premises leased in lease for the purpose of operating the said business, it shall not be liable for rent or any other obligation of Lessee pursuant to, or in connection with said lease, and Lessee shall remain liable for all such rents and obligations.

Damages By  
Fire To  
Premises

10. If during the term of the lease the premises should be partially destroyed by fire, or other casualty, the Landlord shall make whole any damage to the structure with all reasonable diligence and without interruption of Tenancy. If, however, the premises sustain a fire, or other casualty, that render the premises uninhabitable, then the lease would terminate and the rent would cease to accrue as of the date of destruction. In the event of fire, or other casualty, the Tenant is to notify the Landlord or agent at once.

Quiet  
Enjoyment

11. Landlord agrees and covenants that the Tenant shall have peaceful and quiet enjoyment of the demised premises for the duration of his occupancy, provided of course, that the Tenant complies with the covenants, agreements and conditions stated herein.

Cancellation  
Of Lease

12. The Landlord agrees to terminate this lease prior to the expiration date shown on this lease upon the Tenant's payments of all reasonable expenses involved in securing another Tenant (including advertising, showing property, and credit report). This will be in addition to the Tenant being liable for rent payments until premises are occupied by a new Tenant. The Landlord agrees to pay over to the Tenant all rent collected from the next Tenant of the premises through the date rent is paid in advance.

Clean Of  
Premises Upon  
Vacating

13. Upon vacating the premises, the Tenant promises to pay all rent due in full. The burden of proof of payment shall be upon the Tenant. To sweep out the office and remove all trash and other debris from premises. To lock and fasten all doors and windows. To return all keys for the premises to the office of Realty World. When premises were leased, one key was issued.

Subordination  
Of Landlord's  
Rights

14. That Landlord subordinates to all liens securing the Note to Small Business Administration until payment in full of the indebtedness evidenced by the Note, every lien of Landlord on, and every right of Landlord to institute proceedings to establish any lien or claim against any or all of the property hypothecated as collateral for the Note.

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