

TITLE TO REAL ESTATE

casualty in an amount equivalent to eighty per cent (80%) of the full insurable value thereof above foundations. If, prior to the commencement of the term of this lease, the demised premises shall be damaged or destroyed by fire or other casualty, and the present tenancy shall be terminated, then the Tenant agrees to repair, restore or rebuild said premises on condition, however, that the Landlord shall immediately notify the Tenant in writing of such damage or destruction and shall make available to the Tenant the full insurance moneys to be paid to the Tenant from time to time upon certificates of an architect in the manner provided for the payment of insurance monies in the event of a fire after the commencement of the term of this lease as herein provided.

Tenant agrees to prosecute the work with all diligence and the term of this lease and the obligations of the Tenant hereunder shall not commence until the full completion of the repairs or rebuilding.

In the event that the buildings and improvements now or hereafter to be erected upon the adjoining premises known as the Cauble property shall, during the term hereof, be damaged or destroyed by fire or other casualty to such an extent that the said adjoining premises and the demised premises as one unit shall become entirely unfit for use and occupancy by the Tenant in the operation of its business thereon, then the fixed rent reserved hereunder shall be abated from the period of time between the date of such damage or destruction and the date upon which the premises have been fully repaired and restored and become again available for business use, said abatement, however, not to extend over a period of time of more than six months from the date that the loss, damage, or destruction by fire or other casualty occurs.

INJURY TO PERSONS OR DAMAGE TO PROPERTY.

22. It is agreed that the Landlord shall not be responsible for and is hereby relieved from all liability by reason of injury to persons or damage to property in or about the leased premises, whether belonging to the Tenant or any other person, caused by fire or any breakage or leakage in any part or portion of the leased premises, or from water, rain, or snow that may leak into, issue, or flow from any part of the leased premises or from the plumbing work of the same.

The Tenant hereby agrees to indemnify and save Landlord harmless from all liability for damages to any person or property arising from any kind of injury or damage to any person or property ~~arising from any kind of injury or damage to any person or property~~ on account of the use or condition of the leased premises, including the sidewalk, or any of the fixtures, signs, equipment, stairways, or entrances therein or thereto.

FORFEITURE OF TERM.

23. In case Tenant shall fail to pay to Landlord the rent or other sums payable hereunder to Landlord as and when due and payable hereunder and such defaults shall continue for a period of fifteen days after written notice thereof shall be given by Landlord to Tenant, or in case the Tenant shall fail to comply with any provision or condition of this lease on its part to be kept and performed, other than those requiring the payments of rents or other sums, and such default shall continue for a period of thirty days after written notice thereof shall be given to Tenant by Landlord, specifying the nature of the alleged default, then upon the happening of any such event the term hereof at the option of Landlord, to be evidenced by written notice received from Landlord, shall cease and determine and from thence forth it shall and may be lawful for Landlord to reenter the premises leased and the same to have again, repossess and enjoy. Landlord shall not be entitled to recover possession of the leased premises or to take any other action for the purpose of terminating this lease or recovering such possession based on any alleged default by Tenant hereunder unless Tenant shall be notified in writing of such alleged default and shall fail to rectify or cure the same within the respective periods above mentioned.

Notwithstanding the foregoing, in case the default complained of shall be of such a nature that the same cannot be rectified or cured within such thirty-day period aforesaid, then