

V. Lessee covenants and agrees, at Lessee's sole cost and expense, to make such repairs to the improvements on the demised premises as may be required from time to time to keep the same during the term of this Lease in good repair and usable condition and to return the same to Lessor at the expiration of the Lease in the same condition as when received, ordinary wear and tear and damage due to casualty occurring without fault of Lessee excepted.

VI. In the event of damage to or destruction of the building or improvements by any casualty, Lessee shall promptly repair, replace or rebuild the same so as to place the premises in as good condition as they were prior to such damage or destruction; provided, however, that instead of making any such replacement or repair Lessee may, subject to the condition and requirement set out below, cancel this Sublease and all further liability of Lessee hereunder by giving written notice to Lessor hereunder. In the event that the rights of the Lessor herein under this Sublease or in the Head Lease have been mortgaged or assigned as collateral under mortgage, deed of trust, security agreement, or assignment which has been approved by Lessee herein (or to which Lessee has consented) and which is either unreleased or which has, insofar as it relates to the premises, properties and equipment covered by this Sublease, been foreclosed in whole or in part, then as a condition precedent to Lessee's right to cancel this Sublease and as a requirement to be satisfied prior to the exercise of any such right of cancellation, Lessee must first fully comply with the provisions and requirements of Article XVIII below. There shall be no abatement of rental because of such damage to or destruction of the improvements unless this Sublease is cancelled as hereinabove provided, and then only from and after the date of such cancellation.

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