

(8) LIABILITY INSURANCE: The Lessee agrees to carry adequate liability insurance.

(9) TERMINATION OF LEASE: It is mutually agreed and understood that this lease may be terminated or cancelled before the expiration hereof as follows:

(a) By mutual consent of both Lessor and Lessee; said consent to be in writing signed by both parties.

(b) By breach of any of the terms of this agreement, subject, however, to the provision of Paragraph (10).

(c) By operation of law.

(d) If during the terms of this lease, the leased premises or the building of which the same are a part, shall be totally or partially destroyed or damaged by fire, earthquake, Act of God, or by the elements or by the causes so as to render same unfit for occupancy, Lessee may, at his option, terminate this lease, or require the Lessor to repair or reconstruct said building and/or said premises, but should Lessee elect to require Lessor to repair or reconstruct said building and/or said premises, Lessor shall be required to do so as speedily as possible after the completion of the insurance loss adjustment, and should the damage be so extensive as to render the premises untenable, then the rent or a just and proportionate part thereof, according to the nature and extent of the damage, shall cease until the same shall be repaired by Lessor, but Lessee shall in no case be entitled to compensation or damages on account of annoyance or inconvenience, or loss of business while repairs are being made, or on account of such destruction or on account of such termination of this lease. "Untenable" within the meaning of this paragraph shall mean that the destruction of the premises exceeds 60% or more of the value thereof.

(10) CURE OF DEFAULT: If any party defaults in compliance with any term or covenant on its part herein contained to be performed, the defaulting party shall be given thirty (30) days written notice by registered or certified mail, by the other party, to cure said default.

If such default cannot be reasonably remedied prior to such date and the defaulting party is engaged in good faith in curing such default or has, prior to the expiration date of the notice, given the other party adequate security for the remedy thereof, then this letting and the defaulting party's rights hereunder shall continue in full force.

(11) SURRENDER: Upon the expiration or other termination of the terms of this lease, Lessee shall quit and surrender to Lessor the demised premises, broom clean, in good order and condition, ordinary

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