

**Definitions** 32. "Lessor" as used in this lease shall include first party, his heirs, representatives, assigns, and successors in title to premises. "Lessee" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Lessee's assignees or sublessees, as to premises covered by such assignment or sublease. "Agent" shall include third party, its successors, assigns, heirs and representatives. "Lessor", "Lessee", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**Captions** 33. The captions or headings of paragraphs in this lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any questions of intent should arise.

**Force Majeure** 34. Lessor or Lessee shall not be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

**Special Stipulations** 35. Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

**Option to Renew** 36. Landlord hereby grants to Tenant the option to renew this lease for one further term of five (5) years on the same terms and conditions of this lease, with the exception that the rental payment will be adjusted according to the cost of living index. Tenant shall give to Landlord notice in writing of Tenant's intention to renew at least 120 days prior to the termination of the original term of this lease. In the event that the Tenant shall remain in the demised premises after the expiration of this lease without having given Landlord notice in writing of Tenant's intention to renew, such holding over shall be construed as a tenancy from month to month, subject to the payment of all rent in advance at the rate provided herein as effective during the last month of the demised term.