

TITLE TO REAL ESTATE

Agreement, or should any taxes accrue against the premises during the term of this lease, and lessor should fail to retire or pay such special liens and taxes promptly as and when they shall become due and payable, lessee shall have the right, at its option, either to purchase or pay the same, and apply the next due hereunder against the amount so paid and, until lessee is fully reimbursed, without prejudice to other legal remedies, lessor agrees to assign all the rights of the holder of such claims by the payment thereof, or terminate this lease agreement and everything herein contained, without other cause, and remove said removable property and equipment from the premises; it being stipulated and agreed that the buildings alone shall become a part of the leased premises, and that any property attached to the buildings or embedded in the ground, be it of whatever kind or nature, shall be and remain personal property and removable.

3. This lease shall automatically renew itself from year to year after the original term thereof, on the same terms and conditions, subject to the right of either party to terminate this lease at the expiration hereof, or to terminate any renewal hereof at its expiration, by giving the other party ninety (90) days written notice prior to the expiration of the period then in effect.

4. Lessee shall have and is hereby given the right to cancel and terminate this lease, or any renewal or renewal period, at any time by paying to lessor, in cash, twenty (20%) of the fixed rental above referred to, which would accrue during the unexpired portion thereof, and thereby be relieved of all further liability.

5. No failure of lessee to perform any covenant hereof shall work a default or forfeiture unless same shall continue for thirty (30) days after written notice to lessee specifying the alleged default.

In consideration of the agreements herein provided to be kept and performed by lessor, lessee covenants and agrees as follows:

6. To pay all rental for said premises as above provided if title of lessor is by lease or otherwise than absolute ownership, nothing herein contained shall be construed as obligating lessee for any rent or other charge on account of such original lease or other instrument of title. Lessee shall have the right and privilege of retaining and applying any and all rentals at any time due under this lease to his indebtedness that may be due said lessor from lessor.

7. At the expiration of this lease or any extension thereof, lessee will return to lessor the premises, other than the property and equipment which lessee has the right to remove, in as good condition as at the effective date hereof, ordinary use, wear and tear excepted.

It is mutually agreed between the parties: 8. That in the event the premises herein described and leased shall be rendered unfit for occupancy by fire or storm, or any other cause, the rental charged in this lease to be paid shall cease until such time as the property is again put into satisfactory condition for occupancy, which shall be done at the expense of lessor, and which said lessor agrees to pay with after said premises have been rendered unfit for occupancy, as aforesaid. If, for any reason, the said premises are not fully and completely restored and again ready for occupancy within ninety (90) days, lessee may at its option, cancel this agreement and everything herein contained.