

at all times the temperature in the demised premises at 70° Fahrenheit, but the furnishing of such heat shall be subject to accidents, strikes and acts beyond the control of Landlord.

TWELFTH: Landlord agrees that Landlord will not during the term hereof use or permit to be used for any business similar in nature to the business (or any part thereof) carried on by Tenant in the demised premises, any space in the building of which the demised premises are a part nor in any adjoining property owned or controlled by Landlord. If Tenant gives Landlord written notice of any breach of this clause and Landlord does not cure the same within ten (10) days thereafter, Tenant shall have the right without affecting any other remedies it may have by reason thereof to terminate this lease by giving Landlord written notice of such termination.

THIRTEENTH: Landlord hereby agrees to pay all taxes and assessments of every nature, kind and description levied and assessed against the demised premises as the same become due from time to time during the term of this lease and at his expense to keep said demised premises insured at all times during the term hereof against destruction or damage by fire or tornado for the full insurable value thereof, said insurance, in the event of loss during said term or any renewal thereof, to be payable to Landlord and Tenant as their respective interests appear under the Fifteenth Clause hereof. If Landlord fails to pay said taxes and assessments, as aforesaid, and if by reason thereof Tenant's property becomes subject to seizure, or Tenant's peaceable possession under this lease is threatened, then unless Landlord immediately pays such taxes and assessments upon being requested to do so by Tenant, Tenant shall have the right, without affecting any other remedies it may have by reason thereof, to terminate this lease, or Tenant, at its sole option, may pay said taxes or assessments, in which latter event Landlord shall, upon demand, reimburse Tenant for such payment, together with interest thereon at the highest legal rate, and until Tenant is so reimbursed, Tenant shall have the right to deduct said payment, plus said interest, from the installments of rental next thereafter becoming due hereunder.

FOURTEENTH: If default be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants and agreements herein contained to be kept by Tenant, it shall be lawful for Landlord, after fifteen (15) days' previous written notice to Tenant at any time thereafter, at the election of Landlord, without further notice, unless Tenant within said fifteen (15) days commences and prosecutes with diligence the curing of such default, to declare said term ended, and to re-enter said demised premises, or any part thereof, either with or without process of law, and to expel, remove, and put out Tenant or any person or persons occupying the same, using such force as may be necessary so to do, and the said premises again to repossess and enjoy as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants, and Landlord shall have the right to distrain for any rent due which has not been paid during said fifteen (15) day period. It is further agreed that after the service of notice, or the commencement of suit, or after final judgment for possession of said premises, Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

FIFTEENTH: In the event the demised premises are hereafter partially damaged or destroyed or rendered partially unfit for their accustomed uses by fire, tornado, earthquake or any casualty, then Landlord shall, at his own expense, promptly repair said premises and restore the same to substantially the condition in which they were immediately prior to the happening of such casualty, and from the date of such casualty until said premises are so repaired and restored, rent shall abate in such proportion as the part of said premises thus destroyed or rendered unfit for such uses bears to the total premises herein demised. In the event the demised premises are hereafter totally destroyed or rendered wholly unfit for their accustomed uses, by fire, tornado, earthquake, or any casualty, then either party hereto shall have the right to terminate this lease, effective as of the date of such casualty, by giving to the other party hereto, within ten (10) days after the happening of such casualty, written notice of such termination; if said notice be given within said ten (10) day period, this lease shall terminate, as aforesaid, rent shall abate from the happening of such casualty, and Landlord shall promptly repay to Tenant any rent theretofore paid in advance which has not been earned at the date of such casualty; in the event said notice be not given within said ten (10) day period, this lease shall not terminate, but Landlord shall, at his own expense, promptly repair and rebuild said premises and restore the same to substantially the condition in which they were immediately prior to the happening of such casualty and rent shall abate from the date of such casualty until said premises are so repaired, rebuilt and restored. If Landlord fails to promptly repair, rebuild or restore said premises as herein provided, then Tenant shall have the right (without affecting any other rights or remedies it may have by reason thereof) to terminate this lease by giving Landlord written notice of such termination, or Tenant, at its sole option, may repair, rebuild or restore the demised premises; and if Tenant elects to repair, rebuild or restore said premises, Tenant shall have the further right to collect and use for the purpose all or so much as may be necessary of the insurance upon the demised premises payable by reason of such damage or destruction, and Landlord shall pay Tenant upon demand the expense incurred by Tenant in so repairing, rebuilding or restoring said premises, plus interest thereon at the highest legal rate, less any insurance received by Tenant