

In the event that the buildings and improvements now or hereafter to be erected upon the adjoining premises known as the Davenport property and/or the adjoining other Cauble property shall, during the term hereof, be damaged or destroyed by fire or other casualty to such an extent that the said adjoining premises and the demised premises as one unit shall become entirely unfit for use and occupancy by the Tenant in the operation of its business thereon, then the fixed rent reserved hereunder shall be abated from the period of time between the date of such damage or destruction and the date upon which the premises have been fully repaired and restored and become again available for business use, said abatement, however, not to extend over a period of time of more than six months from the date that the loss, damage or destruction by fire or other casualty occurs.

INJURY TO PERSONS OR DAMAGE TO PROPERTY

It is agreed that the Landlord shall not be responsible for and is hereby relieved from all liability by reason of injury to persons or damage to property in or about the leased premises, whether belonging to Tenant or any other person, caused by fire or any breakage or leakage in any part or portion of the leased premises, or from water, rain or snow that may leak into, issue or flow from any part of the leased premises or from the plumbing works of the same.

Tenant hereby agrees to indemnify and save Landlord harmless from all liability for damages to any person or property arising from any kind of injury or damage to any person or property on account of the use or condition of the leased premises, including the sidewalk, or any of the fixtures, signs, equipment, stairways or entrances therein or thereto.

FORFEITURE OF TERM

In case Tenant shall fail to pay to Landlord the rent or other sums payable hereunder to Landlord as and when due and payable hereunder and such defaults shall continue for a period of fifteen days after written notice thereof shall be given by Landlord to Tenant, or in case the Tenant shall fail to comply with any provision or condition of this lease on its part to be kept and performed, other than those requiring the payments of rents or other sums, and such default

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