

in restoring the premises. In the event, however, that the premises shall be substantially destroyed during the last three years of the agreed term of this lease, by fire or other occurrence, the Lessee shall be under no obligation to restore the premises but Lessor shall be entitled to the entire proceeds of any insurance.

Paragraph 14 is hereby deleted and the following is substituted therefor:

Should any portion of the leased premises be condemned or declared unsafe, or ordered changed or modified by building authorities, or inspectors, or other representatives of duly constituted authorities having jurisdiction over the premises, the Lessee, at its own cost and expense, shall remove all violations and conform to all requirements and orders including structural alterations if any become necessary.

Paragraph 15 is hereby deleted and the following substituted therefor:

In the event the entire demised premises shall be taken by condemnation or by purchase in lieu thereof, this lease shall terminate, and the Lessee shall be refunded any rent paid in advance. In the event there is but a partial taking, the rent shall be adjusted according to the appropriate area remaining. The Lessee shall not be entitled to share in any part of the award for the taking of the land, building or fixtures, or purchase of the same in lieu thereof, whether said taking or purchase shall be in whole or in part, and the Lessee hereby acknowledges that all and any rights it might have had to any part of such award or purchase price are herewith assigned to the Lessor.

Paragraph 16 is hereby deleted in its entirety.

Paragraph 18 is amended as follows:

Delete the following from the last sentence:

"- - -except any obligations or liabilities up to effective date of commencement of term of this Agreement."

Paragraph 21 - the following clause is hereby added:

This lease shall be deemed and construed to be a 'net lease' and the Lessee shall pay to the Lessor absolutely net throughout the term of this lease, the rent, additional rent and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or setoff except for mortgage principal and interest payments made by Lessee upon Lessor's default, and under no circumstances or conditions whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the Lessor be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.