

Condemnation

20. If a part of the demised premises be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, such as to render them unsuitable for the business of the Lessee, then this lease, at the option of the Lessee, shall be cancelled and declared null and void, and of no effect and the Lessee shall be liable for the rent only up to such time of partial taking. In the event of a partial taking which is not extensive enough to render the premises unsuitable for the business of the Lessee, the Lessor shall promptly restore the demised premises to a condition comparable to its condition at the time of said condemnation and the lease shall continue, but starting with the date of such restoration, the rental shall be reduced proportionately. In the event of the occurrence of the contingencies above mentioned or of complete condemnation, rent shall abate corresponding with the time during which the premises may not be used by the Lessee and the Lessee shall be entitled to receive a pro rata refund of any advance rental paid by it for the rental period during which the demised premises were wholly or partially taken.

Nothing herein contained shall be deemed or construed to prevent Lessor or Lessee from enforcing and prosecuting in any condemnation proceedings a claim for the value of his respective interest.

*Lessee
Default*

21. If any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained by the Lessee, the Lessor will notify the Lessee of such default in writing, addressed to the Lessee's above designated office address and forwarded by registered mail, and unless such default be remedied as soon as may be reasonably possible, it shall be lawful for the Lessor to re-enter the said premises and to again have and enjoy the same, but this provision is not applicable to a bona fide dispute as to the Lessee's liability to make repairs.

*Lessor
Default*

If said Lessor shall be in default or shall fail or refuse to perform or comply with any of Lessor's obligations under this lease, Lessee, in addition to, but not in limitation of any other right or remedy, after giving Lessor notice in writing of such default, failure or refusal and demand to remedy same may, at Lessee's option, remedy the condition or matter referred to in such notice and Lessor agrees to reimburse Lessee for any expense reasonably incurred in connection therewith; or such expense or any part thereof, at Lessee's option may be deducted in whole or in part from subsequent installments of rent; and in the event of any dispute between the parties as to the right of the Lessee to such reimbursement or deduction the Lessor will not give the Lessee any notice of default or termination of lease unless Lessee shall fail to make good to Lessor for any such deduction within ten (10) days after receipt of notice by Lessee of a judgment in favor of the Lessor.

*Continued
Occupancy*

22. The Lessee, by continuing to occupy the leased premises after the expiration of the original term of its tenancy hereunder, or after the expiration of any extension thereof, except the last of said periods, shall be deemed and considered to have elected to avail itself of its then current right to extend this lease, subject to all the terms and conditions herein contained, unless it shall have clearly and unequivocally manifested a contrary intention, and it shall not be obliged to give any other notice of its said election.

Surrender

23. At the expiration of said term or extension thereof, Lessee will quit and surrender the demised premises in as good state and condition as received, reasonable wear and tear and damage by fire or the elements or from causes beyond its control excepted.

Fixtures

24. Any fixtures or other property of the Lessee which may be either placed in or upon or affixed or attached to the premises hereby demised by the Lessee, are to remain its property and it is to have the right to remove the same at any time prior to or upon vacating the said premises.

*Rights of
Successors*

25. Each and every provision of this lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions.