

Alterations

18. The Lessee may, during the term of this lease or any extension thereof, at its own expense, make any alterations or changes to the partitions if they are necessary for the operation of its business and it is understood that the Lessee shall not be required to restore the premises to their original state.

Access

19. The Lessor shall have access to the said demised premises at reasonable hours for inspection and to make any repairs or replacements required of him to be made.

Fire

20. If the leased premises be damaged by fire, enemy action, the elements or other casualty, they shall be promptly repaired by the Lessor, and an abatement shall be made from the rent corresponding with the time during which and the extent to which they may not be used by the Lessee after damage occurring as aforesaid and before repair. In the event of the total destruction of the said premises by fire or other casualty, this lease shall cease and come to an end, and the Lessee shall be liable for rent only up to the time of such destruction. In the event of a partial destruction of the said premises, such as to render them unsuitable for the business of the Lessee, unless the premises are repaired and restored by the Lessor within 90 days to a condition comparable to its condition at the time of such partial destruction, then in Lessee's option this lease shall cease and come to an end, and the Lessee shall be liable for the rent only up to the time of such partial destruction of the leased premises. In the event of the occurrence of either of the two contingencies last mentioned, the Lessee shall be entitled to receive a pro rata refund of any advance rent paid by it for the rent period during which such premises were wholly or partially destroyed. In the event of total destruction, if the Lessor should rebuild on the same premises, the Lessee shall have the option of leasing said premises on the same terms and conditions as herein provided; except that, if a bona fide offer be made by another to lease the premises at such time, then rental shall be fixed at a rate no higher than that offered by such other person.

Condemnation

~~21. 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

22. 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

23. 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

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