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10. It is mutually understood and agreed that the failure of the Lessor or of the Lessee to take advantage of any default on the part of the other shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the rights of the parties hereto to insist upon the provisions hereof.

11. The Lessor agrees that the Lessee, upon payment of the rents reserved herein, and upon the performance of the covenants and agreements herein provided to be observed and performed by them, shall peaceably and quietly hold and enjoy the demised premises for the term thereof, and it is further agreed that after payment of the rents to the expiration of this lease the Lessee reserves the right and privilege of removing any and all trade fixtures and other fixtures of a similar nature which may be installed by or at the expense of the Lessee.

12. This lease agreement executed by the Lessor and Lessee in triplicate merges all understandings and agreements between the parties hereto with respect to the leased premises, and shall constitute the entire lease agreement. Said lease agreement shall not be changed or modified except upon the written consent of the Lessor or Lessee, which written consent shall be executed in duplicate and attached to and become a part of the duplicate originals of this lease agreement.

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