

by both Lessor and Lessee and are hereby agreed to by them:

If the premises shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the Lessor, at its expense; if the damage shall be so extensive as to render the premises untenable, the rent shall be proportionately paid up to the time of such damage, and shall from thenceforth cease until such time as the premises shall be put in good order. If the Lessor shall not elect within thirty (30) days after such damage to rebuild or restore the said premises, then this Lease shall forthwith terminate. In the event of the total destruction of the 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. The Lessee shall be entitled to receive a pro-rata refund of any advance rent paid by him for the rent period during which the leased premises were wholly or partially destroyed.

The Lessor shall carry such insurance, including fire and extended coverage, as it may desire, and shall require from its insurer a waiver of any right of subrogation against the Lessee.

Neither party shall have the right to cancel this Lease for default of the other, unless such default remains uncured for thirty (30) days after notice in writing to such other party specifying the nature of the default, provided, however, that if because of circumstances beyond the Lessor's control the Lessor cannot cure a default on its part within such time, and such

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