

9. If, before or during the term of this lease, the premises, the building or the means of access thereto shall be damaged by fire or other casualty, the elements, act of God, war or civil commotion, Lessor will forthwith repair same after notice of the damage, provided, however, that during the time that the premises are wholly or partially untenable, the rent shall abate proportionately and pro-rate without the term of the lease being extended. If the premises, building or access thereto are so damaged that repairs cannot be completed within 90 days or the Lessor shall decide to demolish and/or to reconstruct the building, then Lessor or Lessee may terminate this lease by notifying the other within a reasonable time after such damage of the Lessor's or Lessee's election to terminate this lease, immediately if the term shall not have commenced or as of the date of such damage if during the term. In the event of the giving of such notice during the term of this lease, this lease shall expire and all interest of the Lessee in the premises shall terminate as of the date of such damage, and the rent shall be pro-rated and paid up to such date, likewise rent paid in advance and unearned as of the date of such damage shall be refunded to Lessee.

10. Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

11. Lessor agrees to maintain at its expense a directory board in a public conspicuous place in the building and to list thereon Lessee's name and such other names as Lessee may designate from time to time; and Lessee shall have the right to place such signs as are usual and incidental to Lessee's business and to include therein its registered service mark, within the premises, on the windows of the premises or elsewhere in, on, or about the building provided such sign or signs shall not unreasonably interfere with the business of other tenants. Lessor agrees that throughout Lessee's tenancy, no other tenant in the building shall use or display on or about the building any exterior sign larger in total surface area than Lessee's exterior sign.

12. If, at the expiration or termination of this lease or any extension thereof, Lessee shall hold over for any reason, except upon the exercise of a renewal option, the tenancy of Lessee thereafter shall be from month to month only and shall, in the absence of a written agreement to the contrary, be subject to all the other terms and conditions of this lease until terminated by 30 day written notice by either party to the other.

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