

rubbish. If for any reason said sidetrack becomes permanently unavailable for use by Lessee, Lessee shall have, in addition to any and all rights or claims to which it may otherwise be legally entitled and without limitation thereof, the right, without penalty, to terminate this lease immediately upon the giving of written notice to Lessor, and Lessor shall thereupon refund to Lessee the rent paid for the balance of the month in which this lease is so terminated. Lessee shall then have sixty (60) days after the date of said notice in which to remove its stock from the warehouse free of any rent.

For the purpose of this lease, "permanently unavailable," as used in connection with the right to use said sidetrack, shall be construed to mean any period of fourteen (14) consecutive days during which the siding is unavailable for tenant's use for any reason except strikes, riots, insurrections, and acts of God or the public enemy which shall be specifically excepted from the computation of such fourteen-day period.

11. Right of Assignment. Lessee covenants and agrees not to assign this lease without first obtaining the written consent of the Lessor, and the Lessor covenants and agrees that it will not unreasonably withhold such consent when so requested. This lease shall extend to and bind the respective personal representatives and successors of Lessor and Lessee and the assigns of Lessor and Lessee.

12. Damage by Casualty or Fire and Duty to Repair. Should the demised premises be so destroyed or damaged by fire, storm, earthquake or other casualty as to be untenable, this lease shall terminate from the date of said casualty; provided, however, that if the damage or destruction of the demised premises can reasonably be repaired within ninety (90) days from the date of said destruction, this lease shall not be terminated and Lessor shall proceed to repair such damage and destruction at its cost with all reasonable speed and dispatch. If, during the period of such repairs, Lessee shall thereby be deprived of the occupancy of any portion of the demised premises, a proportionate allowance of rent shall be made to it according to the time during which, and as to the proportion of the premises of which, it shall be so deprived.

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