

elements or other casualty covered by the above policies, this lease shall not terminate nor shall Lessees be relieved from any payment of rent or from performance of any of their other obligations hereunder, except that there shall be an abatement and waiver of rent, for such period of time as the premises are not useable by Lessees or their sub-lessees or assigns for their business purposes. Lessor, Lessees and their sub-lessees shall each be entitled to any insurance proceeds received by reason of said destruction or damage to the extent of their respective interests therein. The parties hereto covenant and agree to make the entire proceeds available for application to the costs of restoring said premises, and the equipment and fixtures therein contained, and to keep their respective proceeds in separate trust accounts for such purpose until completion of said restoration. Lessor and Lessees further covenant and agree to restore all property to its prior condition with all reasonable diligence. Upon completion of the restoration of the building and premises, Lessees or their sub-lessees or assigns shall continue the occupation of the building and rent shall be due and payable from the date of delivery of the restored premises.

- Plate Glass 15. Lessees shall at their expense replace or cause to be replaced any broken glass in exterior and interior windows and doors in and upon the demised premises, including plate glass
- Mechanics' Liens 16. Lessor shall at his own expense remove from record within thirty (30) days after filing all notices of mechanics' liens filed with respect to the demised premises or any part thereof, for work or material furnished by Lessor during the term hereof. Lessees shall at their own expense remove from record within said thirty (30) days all notices of mechanics' liens filed with regard to said premises for work or material furnished by Lessees. Should either party fail to comply with said requirement within the time limited, the other party may thereafter take whatever action may be appropriate to cure the default, and the defaulting party shall pay to the other the reasonable cost of curing such default.
- Structural Alterations 17. Lessees hereby reserve the right to make any and all structural alterations or additions to said building at their own cost and expense at any time after construction and completion thereof, without Lessor's prior written consent, provided, however, that said structural alterations and additions shall not detract from the building's value, function, or design.
- Condemnation 18. The parties hereto agree that should the land and improvements thereon or any part thereof be taken or condemned by competent authority for public or quasi-public use so as to render the property unuseable as an educational child care center then the term of this lease shall at Lessees' option terminate and cease from the date when possession of the part so taken shall be required for the use and purpose for which it has been taken. The option to terminate as set forth herein shall be exercisable by written notice mailed by registered mail to Lessor at the address above referred to, or at such place as Lessor may by writing designate, not less than fifteen (15) days prior to the date when said possession shall be required. In the event that Lessees shall continue to occupy after the date of the exercise of said option, the rent shall abate in proportion to the part so taken or condemned:
- LJL*  
*DEJ*  
*LDJ*
- In any such proceedings whereby all or a part of said premises shall be taken, whether or not Lessees elect to terminate this lease, each party shall be free to make claim against the condemning party for the amount of the actual provable damages done to each of them.
- Default 19. If Lessees or their sub-lessees or assigns default in compliance with any terms or covenants on Lessees' part herein contained to be performed, Lessor shall give Lessees and their sub-lessees or assigns thirty (30) days written notice to cure said default and shall specify the particulars thereof. Should Lessees or their sub-lessees or assigns continue in default after the expiration of said notice, then and in that event Lessor may at his election declare the term herein ended, and enter the demised premises, or any part thereof, either with or without process of law, and expel Lessees or any person occupying said premises, and those claiming through or under the Lessees, and remove their effects (forcibly, if necessary) and, if he elects, may store the same for the account and at the expense and risk of Lessees without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for any arrears of rent; and the Lessor may re-let the demised premises and apply the rent from the new tenant on this lease and Lessees'