

Attorney's Fee & Homestead. 36. If any rent owing under this lease is collected by or through an attorney-at-law, Lessee agrees to pay ten percent (10%) thereof as attorneys' fees. Lessee waives all homestead rights and exemptions which he may have under any law as against any obligations owing under this lease. Lessee hereby assigns to Lessor his homestead and exemption.

Rights Cumulative. 37. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Waiver of Rights of Redemption. - Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the leased premises by reason of the violation by Lessee of any of the covenants or conditions of this lease, or otherwise.

Service Of Notice. 38. Lessee hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notice thereunder and all notices required under this lease, the person in charge of leased premises at the time of occupying said premises; and if no person is in charge of or occupying said premises, then such service of notice may be made by attaching the same on the main entrance of said premises. A copy of all notices under this lease shall also be sent to Lessee's last known address, if different from said premises.

Any notice by Lessee to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor may designate by written notice.

Any notice by Lessor to Lessee must be served by first class mail, postage prepaid, addressed to Lessee at the leased premises or at such other address as Lessee shall designate by written notice.

Waiver of Rights. 39. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

No Representation by Lessor. - It is understood and agreed by the parties hereto that this lease contains all of the covenants, agreements, terms, provisions, and conditions relating to the leasing of the demised premises, and that the Lessor has not made and is not making, and the Lessee in executing and delivering this lease is not relying upon any warranties, representations, promises or statements, except to the extent that the same may expressly be set forth in this lease.

Excuse of Landlord's Performance. 40. Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Lessor, the Lessor shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of the Lessor.

Force Majeure. - In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of such delay. The provisions of this Section 40 shall not operate to excuse Lessee from the prompt payment of rent, percentage rent, additional rent, or any other payments required by the terms of this lease.

Taxes on Leasehold. 41. Lessee shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this lease against any leasehold interest or property of any kind owned by or placed in, upon or about the leased premises by the Lessee.

Loss and Damage. 42. Lessor shall not be liable for any damage to property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks.

Lessor's Covenant. 43. The Lessor covenants that the Lessee, upon payment of the rent and additional rent above reserved, upon the due performance of the covenants and agreements herein contained, shall and may at all times during the term hereby granted peaceably and quietly have, hold and enjoy the demised premises for the term of this lease. However, the Lessor shall have no liability whatsoever to the Lessee for any breach of this covenant occasioned by the acts or omissions of any transferee, successor, or assignee of the Lessor.

Lessor's Right To Perform Lessee's Covenants. 44. If Lessee shall at any time fail to make any payment or perform any act on its part to be made or performed, then Lessor (except where a different period of notice is specifically provided in this lease, in which event said different period of notice shall be applicable), after five (5) days' written notice to Lessee (or without notice in case of an emergency), and without waiving or releasing Lessee from any obligation of Lessee contained in this lease, may (but shall be under no obligation to) make any payment or perform any act on Lessee's part to be made or performed as in this lease provided, and may enter upon the demised premises and take all such action thereon as may be reasonably necessary to effect compliance with all of the terms, covenants and conditions of this lease on the part of Lessee to be performed.

Lessee Defined, Use of Pronoun. 45. The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed although in each case fully expressed.

Rules and Regulations. 46. (1) Sidewalks, entries, passages, corridors, stairways shall not be obstructed by Lessee or their clerks or used by them for other purposes than for ingress and egress.

(2) All safes or other heavy articles shall be carried up or into the premises only at such times and in such manner as shall be prescribed by the Lessor, and the Lessor shall in all cases have the right to specify the proper weight and position of any such safe or other heavy article. Any damage done to the building by taking in or removing any safe or from overloading any floor in any way shall be paid by the Lessee. Defacing or injuring in any way, any part of the building by the Lessee, his agent or servant shall be paid by the Lessee.

(3) No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of said building, unless of such color, size and style and in such place upon or in said building as shall be first designated by the Lessor, but there shall be no obligation or duty on Lessor to allow any sign, advertisement, or notice to be inscribed, painted, or affixed on any part of the inside or outside of said building. Signs on doors will be painted for the Lessee by a sign writer provided by the Lessor, the cost of the painting to be paid by the Lessee. Directory in a conspicuous place with the names of the Lessees will be provided to the Lessor. Any necessary revision will be made by Lessor within a reasonable time after written notice to the Lessee of the revision or changes, and the revision necessary. No allowance or any other thing or object whatsoever shall be paid or returned to the Lessee or the court or the underwriter at written consent of the Lessor.

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