

No destruction or damage to any building or improvement on the leased property by fire, windstorm, or any other casualty, shall entitle the Lessee to surrender possession of the leased property, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent then due or thereafter due under the terms hereof. In the event of any such destruction or damage, the Lessee, at its own expense, shall promptly restore the leased property as nearly as possible to its condition prior to such damage or destruction, provided however, if at any time within three (3) years prior to the end of the primary or any renewal or extension term, the leased property is completely destroyed or so damaged by fire or other similar casualty as to render it unfit for use for the purposes herein set forth, the Lessee may instead terminate this Lease on notice of at least 10 days given within sixty (60) days after the date of such damage or destruction. In this event, the Lease shall terminate on the date specified in the notice and all rent shall be apportioned to the date of termination.

13. It is agreed that the Lessor shall not terminate the Lease for or on account of the failure of the Lessee or its sub-lessees or assigns to pay any monthly rental when due, or to comply with any other term of this Lease, without first giving the Lessee a written notice of the intention to so terminate or cancel this Lease not less than thirty (30) days prior to such cancellation or termination. If during the said thirty-day period, the Lessee, its sub-lessees or assigns shall pay said rental installment or comply with the terms or conditions of the Lease stated in said notice, then the right of the Lessor to cancel or terminate the Lease for the cause mentioned shall cease and be of no effect.

14. It is agreed that Lessee may make such additions, alterations, replacements and improvements upon the buildings and equipment on said Premises as to it shall seem best for the conduct of its business, or for the use of said Premises for any purpose authorized hereunder; provided that any such additions, alterations, replacements and improvements shall conform in quality, material,

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