

shall likewise have the privilege to alter and remodel the outside of such building as it may deem necessary and proper for the operation of its business, provided consent is first had and obtained from Landlord.

8. Tenant shall have the right to install and maintain signs at such places upon said leased premises as it may desire.

9. All trade fixtures, shelving, island counters, refrigerated boxes and coolers, installed in said building by Tenant, shall remain the property of the Tenant and shall be removable from time to time and also at the expiration of the term of this lease or any renewal or extension thereof.

10. Tenant may not assign this lease nor sublet said premises without the consent of the Landlord so long as such consent shall not be unreasonably withheld. In the event that the said premises are assigned or sublet by the Tenant, the Tenant shall remain liable for all rental payments and other obligations of Tenant under this lease.

11. Tenant shall pay when due all bills for water, gas and electricity and other such utility bills accruing against leased building or occupants thereof during the life of this lease.

12. Landlord shall pay when due all taxes and assessments hereafter levied upon the aforesaid premises, during the term hereof, including improvements, and Tenant shall pay all taxes levied against its personal property, However, should the ad valorem taxes levied against the land and improvements for any year subsequent to the first full calendar year of this lease exceed 110% of the taxes levied for the first full calendar year of this lease; then in such event, Tenant agrees to pay any excess over 110% as aforesaid.

13. If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable, in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated; if by reason of such occurrence, the premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable; if by reason of such occurrence the premises shall be rendered wholly untenable, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within sixty (60) days after said occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed premises, in which event this lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date.

14. If the whole or any part of the leased premises shall be taken under the power of eminent domain, then this lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof, and Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the rent shall be reduced proportionately as to the portion of the leased premises so taken. If the amount of the leased premises so taken is such as to impair substantially the usefulness of the leased premises for the purpose for which the same are hereby leased, in the opinion of Tenant or Landlord, then either party shall have the option to terminate this lease as of the date when Tenant is required to yield possession. All compensation awarded for such taking of the fee and the leasehold shall belong to and be the property of the Landlord; provided, however, that the Landlord shall not be entitled to any portion of the award made to Tenant for loss of business and for the cost of removal of stock and fixtures.

15. Tenant shall keep and hold Landlord harmless from any liability for loss or damage to persons, or property, both real or asserted, accruing from any cause or causes in or connected with or about the within leased premises, or arising out of Tenant's occupancy of said premises.

16. That<sup>if</sup> the rent above referred to, or any part thereof, shall be behind-hand or unpaid on the date of payment by the terms hereof, and remain