

19. **CONDEMNATION** If all or any portion of the Leased Premises is taken under any condemnation or eminent domain proceedings and if the untaken portion thereof is, in the sole judgment of Lessee, untenable, unusable or inadequate for Lessee's purposes, this lease shall terminate on the date on which said premises or such portion thereof is so taken. In the event that this lease shall not so terminate, the rent shall equitably abate from and after the date of such taking and Lessor shall, at Lessor's expense, restore the Leased Premises to a complete architectural unit, including improvements made by Lessee, and in such case, Lessee shall have no interest in the condemnation award. In the event of a taking of the entire Leased Premises or such portion thereof that Lessee deems the remaining portion to be untenable, unusable or inadequate for its purposes, Lessee shall be entitled to share in any condemnation award made to Lessor to the extent of an amount equal to the unamortized cost to Lessee (amortized monthly on a straight-line basis over the balance of the term of this lease from and after the date of construction or installation) of (i) all leasehold improvements to the Leased Premises made by Lessee during the term of this lease and (ii) transportation to and installation in the Leased Premises of Lessee's fixtures and equipment, less the condemnation award, if any, that may be made directly to Lessee by the taking authority, which amount shall not exceed the aggregate of One Thousand Two Hundred Seventy-Five & 00/100 Dollars (\$ 1,275.00) for each month of the term which shall not have expired on the date of such taking.

20. **INDEMNITY** Lessee shall indemnify Lessor against any expense, loss or liability paid, suffered or incurred as the result of any breach by Lessee of any covenant or condition of this lease, or the negligence of Lessee, its agents or employees.

21. **LIABILITY INSURANCE** Lessee agrees to provide and keep in force public liability insurance in a good and solvent insurance company in limits of \$100,000 in respect of injuries to any one person, \$300,000 in respect of any one accident and \$25,000 in respect of property damage, and, upon request by Lessor, to deliver certificates of such insurance to Lessor within thirty (30) days after such request. If Lessee shall maintain the insurance required hereunder under a blanket policy, Lessee shall have sufficiently complied with the provisions hereof by furnishing Lessor with a certificate or certificates for the same. Lessor agrees to provide and keep in force public liability and property damage insurance, in limits at least equal to those required of Lessee hereunder, covering the entire premises of which the Leased Premises form a part and the sidewalks, curbs and parking areas adjacent thereto, and to deliver to Lessee, upon request, a certificate of such insurance within thirty (30) days after such request.

22. **LESSEE'S DEFAULT** (a) In the event that Lessee shall default in the payment of any installment of rent hereunder and such default shall continue for ten (10) days, or in the event that Lessee shall default in the performance of any other covenant of this lease and Lessee shall not have commenced diligently to cure such default within thirty (30) days after the receipt of notice thereof, or in the event of the bankruptcy or receivership of Lessee or of Lessee's making an assignment for the benefit of its creditors, Lessor may at Lessor's option elect to terminate this lease by giving notice of intention so to do upon a date to be fixed in such notice not less than ten (10) days after the service thereof. In such event, unless such default shall have been cured in the meanwhile, or Lessee shall proceed diligently to cure the same, this lease shall then expire on the date so specified as if that date had originally been fixed as the expiration date of the term hereby granted.

(b) In the event that this lease shall be terminated as hereinabove provided, or by judicial proceedings, or if the Leased Premises shall be abandoned by Lessee, Lessor may, as agent for Lessee, if the lease be not terminated, or, if the lease be terminated, on Lessor's own behalf, relet the Leased Premises for the remainder of the term at the best rent obtainable. In the event that the lease be not terminated, Lessee shall remain liable for the payment of rent and shall make good any deficiency.

23. **SUBORDINATION** This lease is and shall be subject and subordinate, at all times, to the lien of the mortgages or deeds of trust which are specifically referred to herein and which now affect the Leased Premises and to the lien of any mortgages or deeds of trust which at any time hereafter may be made liens upon the Leased Premises; provided, however, that all such mortgages or deeds of trust shall provide (or, by separate recordable agreement executed by the owners and holders of such mortgages or deeds of trust so providing) that, so long as Lessee shall not be in default in the performance of its obligations under this lease, neither this lease nor Lessee's right to remain in exclusive possession of the Leased Premises shall be affected or disturbed by reason of any default under any such mortgage or deed of trust, and, if such mortgage or deed of trust shall be foreclosed, this lease and all Lessee's rights and obligations hereunder shall survive such foreclosure and continue in full force and effect. Lessor covenants that Lessor shall, at Lessor's expense, deliver to Lessee prior to the commencement of the term of this lease or prior to the recording of any such mortgage or deed of trust executed after the date hereof (i) evidence satisfactory to Lessee of the existence of the aforesaid mortgage or deed of trust "non-disturbance" provision or (ii) the aforesaid separate "non-disturbance" agreement.

24. **SURRENDER OF LEASED PREMISES** Upon the expiration of the term hereof, Lessee shall surrender the Leased Premises to Lessor in as good order and condition as at the commencement of the term, unrestored alterations, reasonable wear and tear, damage by fire, other casualty and the elements and failure of Lessor to make Lessor's repairs excepted.

25. **EXTENSION AND HOLDING OVER** (a) At least three (3) months prior to the expiration of the original term of this lease, Lessee, by notice in writing addressed to Lessor, may elect to extend the term of this lease for Five (5) years and No (0) months from the date of its expiration at the annual rental rate of Twenty-Four Thousand Seven Hundred Fifty & 00/100 Dollars (\$ 24,750.00) payable in equal monthly installments of Two Thousand Sixty-Two & 50/100 Dollars (\$ 2,062.50) in advance on the first day of each and every calendar month during said extended term and otherwise upon the same terms, covenants and conditions as are contained herein.

(b) If Lessee shall so elect to extend the term of this lease, the performance of any act permitted or required to be done by either Lessor or Lessee during the term hereof shall be permitted or required to be done during the extended term except that any act permitted or required to be done on the expiration of the term hereof, or during a period of time immediately prior to such expiration, shall be permitted or required to be done on the expiration of such extended term, or during a similar period of time immediately prior to the expiration of such extended term.

(c) Should Lessee continue to occupy the Leased Premises after the expiration of the term hereof, whether with or without the consent of Lessor, such occupancy shall not constitute an election by Lessee to extend the term of this lease but Lessee shall become a tenant from month to month, and in no event from year to year or from term to term, and such month to month tenancy shall be at the same monthly rental paid hereunder immediately prior to such expiration, and upon all of the other terms, covenants and conditions of this lease.

26. **DEFECTIVE CONSTRUCTION** In the event that the new building or any installations (including sidewalks, parking and service areas) required to be made upon or adjacent to the Leased Premises in accordance with the final plans and specifications hereinbefore mentioned shall prove defective during the first two years of the term hereof, Lessor covenants and agrees, at Lessor's own cost and expense, to correct such defective construction or installation, by repair or replacement, within sixty (60) days after receipt of notice of such defect, whether or not Lessor would otherwise be obligated hereunder to make such repairs or replacements.

27. **PLANNING BOARD APPROVAL** Lessor represents and warrants that the subdivision of Lessor's property as shown by the Plot Plan (Exhibit A) has been heretofore approved by all Planning Boards having jurisdiction over such property, if such approval is required by law.

28. **LESSOR'S REPRESENTATIONS** (a) Lessor represents and warrants that upon completion of the new construction provided for in Article 1 hereof, and thereafter during the term of this lease, the Leased Premises will be fit and suitable for occupancy by Lessee for the uses contemplated by this lease and shall comply with all laws, ordinances and regulations of the Federal, State and Municipal Governments applicable thereto, and Lessee shall not be required to take any action or make any expenditure to effect such compliance. In the event that Lessee is required or permitted to make alterations in the Leased Premises pursuant to the provisions hereof, such alterations shall be made by Lessee at its expense, but Lessee shall not be required to expend additional funds to comply with any order or requirement resulting from Lessee's intended use of the Leased Premises or from any such alteration thereof.

(b) Lessor further represents and warrants that the Leased Premises are free of all mortgages, deeds of trust and all other restrictions, liens and encumbrances, except as specifically set forth in Exhibit B annexed hereto; that Lessor has a sufficient estate in the Leased Premises to assure the valid and binding effect of this lease throughout the term hereof and that Lessor's capacity to execute and deliver the same is not impaired by any restriction of law or otherwise; and that the Leased Premises may be used by Lessee for the purposes herein specified. If Lessor is the lessee of the Leased Premises pursuant to an underlying lease with the owner or a paramount lessee thereof, Lessor represents and warrants