

to restore the premises to a state that is as good or better than the condition thereof immediately prior to the damage.

(b) If the costs of repair be more than the rental for three (3) years as herein provided, then either party shall have the option to terminate this lease by giving notice to the other on or before twenty (20) days of the date of said fire. If neither party elects to terminate the lease under such circumstances, then the LESSOR shall be required to repair and restore the premises to a state that is as good or better than the condition immediately prior to the damage and shall do so as expeditiously as is reasonably possible.

(c) In all events, the LESSOR shall proceed immediately after such damage to secure estimates for repair or restoration and submit copies of same to the LESSEE.

(d) If the premises are unfit for occupancy as a result of the damage, then all rent shall abate until the premises are restored and ready for occupancy. If the damage is such that the LESSEE determines it appropriate to continue operating its business on the premises, then rent shall abate in proportion to the useable space until repairs are completed.

17. HOLDING OVER - If the LESSEE should hold over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and neither party will be bound for longer than one (1) month in the event of a hold over situation.

18. SATISFACTION OF LEINS - LESSOR shall pay off and satisfy as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist against, or in respect to said leased premises during the term of this lease, (except obligations of the LESSEE) and upon LESSOR'S default, it is agreed that the LESSEE, at its option, but without any duty in that respect, may pay off and satisfy any such assessment, charge, mortgage, lien, or tax and thereupon be subrogated to the rights of the holder thereof and in addition thereto may retain and apply the rents accrued hereunder toward satisfying same or towards reimbursing LESSEE.

19. NOTICES - Notices pursuant to the terms hereof shall be in writing

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