

excepted. It shall be the duty of Lessee to notify Lessor of the need of such repairs, if any, when discovered by Lessee, and should Lessor fail to make such repairs within a reasonable time after such notice, Lessee may make such repairs and deduct the expense of same from the rent next accruing; Lessee shall also be entitled to deduct from the rent next accruing an amount sufficient to cover all actual damage done its merchandise or fixtures resulting from the failure of Lessor to make any such repairs within a reasonable time after having been notified of the need of same by Lessee. Lessor shall not neglect or misuse, or permit the neglect or misuse, of any other portion of the building of which the leased premises are or may hereafter be a part, and shall protect and indemnify Lessee against all loss, expense, cost and damage caused to its merchandise and/or fixtures building not occupied by Lessee.

(h) That if any part of the leased premises is condemned or seized by valid authority for street widening or other municipal or governmental use, Lessee may cancel this lease on the date such seizure actually takes place. If Lessee elects to remain in the premises, it shall be entitled to an entire abatement of rent during the time the premises are undergoing any remodeling necessitated by such public seizure, and until such date as all repairs are made to the building and any public improvement adjacent to the premises, occasioned by such seizure, shall have been completed. From the time such public improvements and such remodeling of the premises occasioned by such seizure have been completed, and until the end of the lease term, Lessee shall be entitled to a permanent reduction in rent, which shall be computed on a pro rata basis as to amount of space taken from the leased premises on account of such seizure unless Lessee has been provided by Lessor in satisfactory manner with additional space equivalent to that taken by such seizure and the premises have been put by Lessor in the same general condition as they were before such seizure took place.

(i) If the building of which the leased premises are or may be a part, shall for any reason be condemned by valid authority, this lease shall terminate on the date of such condemnation, and both Lessor and Lessee be released from any obligation hereunder and any unearned rent paid in advance by Lessee shall be refunded to it.

(j) If Lessor fail to pay any taxes, interest, insurance, premiums, charges, assessments or other obligations which, if remaining unpaid, would tend to jeopardize Lessee's continued occupancy of the premises, Lessee may make any payments necessary in its opinion to protect its continued occupancy of said premises and deduct the amount so paid from any rent thereafter due Lessor and any amounts so paid shall be and constitute a lien upon the above described real estate and Lessee shall be subrogated to the rights of the holder of any prior lien or indebtedness which may have been paid by it until Lessee has been reimbursed for same, together with all costs and interest at the rate of eight per cent (8%) per annum on all sums so paid, either by Lessor or by abatement of rent. If any mortgage, trust deed, or other lien is placed upon the real estate of which the leased premises are or hereafter may be a part, by Lessor during the duration of this lease, they shall notify Lessee thereof in writing, together with the amount of said encumbrance, rate of interest and name and address of the payee and shall upon written request of Lessee furnish to it for its examination, receipted tax bills showing payment of all taxes, both general and special, assessed against said property.

(k) That Lessee shall have the exclusive right to place electrical signs, or other signs, including its standard color schemes, on the roof and exterior as well as the interior of that portion of the building occupied by it and may install exhaust fans, may install a water-cooling tower on the roof of said building, and may remove all stow fixtures, fans, lights, lighting fixtures, screen doors, screens, awnings or other things installed by Lessee at its own expense, whether