

In case any portion of the leased premises shall be condemned, or declared unsafe, or ordered changed, or modified by the building authorities, or inspectors, or other duly constituted authorities during the first five years of the term hereof, the Lessor, at Lessor's own expense and without delay, shall make such changes and/or alterations as may be directed, or requires, by the said duly constituted authorities; if such changes or modifications shall be ordered by said authorities during said term but after the expiration of the first five years thereof, then the Lessor shall have the option of either complying therewith or cancelling this lease, and, in the event of such cancellation, any rents paid in advance shall be refunded.

In case part of said building be taken by condemnation, so that the remaining portion thereof shall not be sufficient for the proper conduct of Lessee's business therein, then the Lessee shall have the right to cancel this lease, and any rent paid in advance shall be refunded. In the event that a part of said premises be taken by condemnation, and the Lessee shall be able to properly conduct its business therein, then the rental hereinbefore reserved is to be adjusted in proportion with the area so condemned and taken.

5. The Lessor shall keep the roof and outer walls of said building in good condition and shall make all other necessary repairs to said building, including furnace and plumbing. Lessee shall, at the termination of this lease, deliver up the same in good condition, ordinary wear and tear excepted. The Lessee may alter and change parts of said building at its own cost and expense, when necessary for the purpose of its business, provided such alterations and changes do not injure the building and are done in a first class workmanlike manner.

6. If the Lessor fails to pay any taxes, and such failure shall endanger the Lessee's right of possession to such an extent that foreclosure proceedings have been instituted and there is imminent danger of the ejection of the Lessee, then the Lessee shall have the option of paying sufficient taxes to remove the said danger and deduct the same from future rentals.

7. The Lessee at or before the termination of its lease may remove any fixtures placed by it in said building, provided that in so doing, it shall not in any way damage or deface said building.

8. In case the Lessee shall fail to pay the monthly installments of rent hereinbefore provided for, or perform any other condition herein on its part, for thirty days after the Lessor shall have given it written notice by registered mail to the above mentioned address, or to any address that may be designated by the Lessee, then the Lessor may enter the premises and expel the Lessee therefrom without prejudice to any other remedies.

9. It is understood and agreed that the Lessee shall, at its own cost and expense, furnish all water, heat and lights used upon said premises.

10. The Lessor may, during the term, at reasonable times, enter to view the premises, and may shown the said premises and buildings to others, and may, any time within three months before expiration of said term, affix to any suitable part of the said premises a notice for letting or selling the premises or buildings, and keep the same affixed without hindrance or molestation.

11. For a more effectual securing to the Lessor of the rent and other payments herein provided, it is agreed, as a further condition of this lease, that the filing of any petition in bankruptcy or insolvency by or against the Lessee, or one year after a receiver shall be appointed to take charge of the business or affairs of the Lessee, or if Lessee shall make a voluntary assignment for the benefit of creditors, either one or more of said events shall be deemed to constitute a breach of this lease, and thereupon, ipso facto, and without entry or other action by the Lessor, this lease shall become and be terminated, and, notwithstanding any other provisions of this lease, the Lessor shall forthwith, upon such termination, be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue of the term thereof less the fair rental value of the premises for the residue of said term.