

The Landlord shall not be responsible for any defect or change of conditions in or about the premises, nor for any damage to the same. The Tenant shall be solely responsible for maintenance of the premises in a good and safe condition and the Landlord shall not be responsible for any injury to any person, nor for damage to any goods or things occasioned by any defect or condition in or relating to the premises.

XIV. It is further agreed that the rights of the Tenant hereunder shall be and remain subordinate and inferior to the right and lien of any mortgage placed upon said premises by the Landlord, during the term of this lease, and in the event it should be requested by any person, firm or corporation making a loan, or contemplating the making of a loan, with said property as security, to the Landlord, during the term of this Lease, the Tenant will execute any Subordination Agreement requested of him by such lender.

XV. In case of violation by the Tenant of the covenants, agreements and conditions contained in this lease, or any or either of them, and upon failure to discontinue such violation within ten days after notice in writing of such violation addressed by the Landlord to the Tenant, at the demised premises or such other place as may be hereinafter designated in writing by the Tenant, this Lease shall thence forth at the option of the Landlord become null and void, and the Landlord may re-enter without notice or demand; and the rent in such case shall become due, be apportioned and paid on and up to the day of such entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid, No waiver by the Landlord of any breach of condition by the Tenant shall constitute or be construed as a waiver of any other condition or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise his option under this paragraph operate to defeat the right of the Landlord to declare this Lease null and void and to re-enter upon the demised premises after breach or violation.

XVI. It is further agreed by and between the parties hereto that if at any time during the term of this lease the Tenant herein shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt by any court, Federal or State, of competent jurisdiction, or make any involuntary assignment of this Lease, the Landlord may, at his option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee or receiver, trustee or other person in charge of the liquidation of the property of the said Tenant, its successor or assignee, as the case may be, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the said Tenant, or its legal representatives.

XVII. If the property or any part thereof wherein the demised premises are located shall be taken by public or quasipublic authority under any power of eminent domain, then this Lease shall forthwith terminate at the option of the Tenant and the Tenant shall have no claim or interest in or to any award of damages for such taking.

XVIII. In case of the destruction of said building or premises by fire or the elements, during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises demised wholly untenable or unfit for occupancy, or should they be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall cease and become null and void from the date of such damage or destruction, and then the Tenant shall immediately surrender said premises and all his interest therein to the Landlord, and the Tenant shall pay rent within said term only to the time of such surrender; and in case of such destruction or partial destruction, the Landlord may re-enter and repossess said premises discharged from this Lease and may remove all parties therefrom. But should said premises be repairable within ninety days from the happening of said injury, the Landlord shall enter and repair the same with all reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if said premises shall be so slightly injured by fire or the elements as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptitude, and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire.

XIX. The Landlord hereby gives the Tenant an option of renewal of this Lease for an additional five (5) years from the termination hereof at a fixed rental of Twenty-Four Thousand (\$24,000) Dollars, payable Four Hundred (\$400) Dollars per month, and four (4%) percent of net sales over One Hundred Thousand (\$100,000) Dollars, as hereinabove defined, as percentage rental upon the same terms and conditions as herein stated, with the exception of the increased fixed and percentage rental. Notice of the exercise of this option shall be given Landlord by Tenant at least ninety days prior to the expiration of the term of this Lease, namely, April 30, 1950. It is understood and agreed between the Landlord and Tenant that this lease is made subject to any enforceable legal rights of any tenant or tenants of the Landlord now in occupancy of the demised premises, whether under written or oral lease, and the Landlord herein does not guarantee