

rebuild said building as soon as possible thereafter and to restore the same to its former condition, and in the meantime the rent shall be ratably abated in proportion to the interference with the occupancy thereof.

(12) It is further understood and agreed that the Lessee shall have the privilege of assigning this lease to any respectable and responsible person or corporation desiring to conduct a similar business, provided, however, that it is distinctly understood and agreed that the Lessee is not to be released from any of the covenants contained in this lease or from its obligation to pay the rent as herein specified.

In consideration of the covenants and agreements upon the part of the Lessor, the Lessee hereby accepts the lease according to its terms and covenants and agrees to pay to the Lessor the rent herein specified for said premises, the same to commence on the first day of the month following completion of the improvements herein described, or on the first day of March, 1950, whichever is sooner, and at the expiration or other termination of this lease, the Lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements and destruction of the building, or any part thereof, excepted; and the Lessor covenants and agrees that the Lessee, upon paying the rent as aforesaid, and performing all the covenants herein contained, shall and may peaceably hold and enjoy the demised premises for the time aforesaid. But upon its failing to pay the rent within fifteen (15) days after written notice, as herein specified, said Lessor shall have the right to annul and terminate the lease, and it shall be lawful for it to re-enter and forthwith repossess all and singular the premisses hereby leased.

IN WITNESS WHEREOF, said parties have hereunto interchangeably and in duplicate set their hands and seals; The First