

and equipment from said property and be relieved from the payment of rent or any other obligation as of the date of such surrender.

- 9 -

The lessor covenants that at the time of the execution of this lease lessor is the owner of the demised premises, and has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term.

- 10 -

Lessee shall have the right and privilege to assign this lease or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

- 11 -

After the original ten (10) year term, in the event of the total destruction of the buildings, improvements, and equipment on the premises by fire, or otherwise, or such partial destruction thereof as will render the same unfit in the judgment of the lessee for use and occupancy for the purposes for which they are being used under this lease, lessor shall within a reasonable time restore said buildings, improvements, and equipment to as good condition as they were prior to said destruction or injury, and during the period from the destruction or damage to the date of restoration, the rent shall abate. Should the lessor fail to restore the buildings, improvements, and equipment within a reasonable time, not exceeding one hundred twenty (120) days, then this lease may be terminated at the option of the lessee, and lessor shall incur no liability for failure to restore the buildings, improvements and equipment.