

time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises put in condition for the conduct of business. If the damage by fire or other casualty is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty are required, Lessor shall make the same, if they are such as Lessor is herein obligated to make, within thirty (30) days after notice from Lessee so to do. If Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy or use or otherwise, within the period specified in the notice, Lessee may, at its option, either terminate this lease upon notice to Lessor of Lessee's election so to do, or make the required repairs or replacements for the account of Lessor, and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the further right, if it so elects, to treat such expenditures as an advance payment of rentals, and to retain possession of said premises under the terms and provisions of this lease until Lessor's indebtedness to it is liquidated by accruing rentals, notwithstanding such possession shall extend beyond the fixed term of the lease or any extension or renewal thereof.

Lessee shall have the right to make proper connections with any and all water, sewer and service lines and pipes on the demised premises and may continue the use and service thereof during the term of this lease. Lessee also shall have the right to erect, install, maintain and operate on said premises such buildings, structures, improvements, equipment, fixtures (trade or otherwise), and appliances, on, under, and above the ground as it may desire in the conduct of the business to be conducted on said premises and to remove the same at any time or upon the expiration of the term of this lease or within a reasonable time thereafter. Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee may deem desirable or necessary, provided that upon the expiration of the term Lessee shall leave or place Lessor's property in the same condition as received, ordinary wear and tear and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

If during the term of this lease the right of Lessee to conduct the business herein provided for, or any part thereof, shall be impaired, denied or prohibited by lawful authority, except for the fault, omission or neglect of Lessee; or if the real estate hereby leased, or a part thereof sufficient to interfere with the business for which said premises are used, shall be condemned or acquired by grant or otherwise for the widening of streets or highways or for other public improvements, or shall be otherwise taken in the exercise of the right of eminent domain; or if the use of said premises shall, for any cause for which Lessee is not responsible, be so restricted or interfered with as to make them unfit or unsuitable for the conduct of said business; Lessee in any such event shall have the option of terminating and cancelling this lease upon thirty (30) days' notice to Lessor of its election so to do; and, in the event of such termination, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to Lessor and for the performance of any other obligations maturing prior to said date.

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