

to by it, and in the further event that the tenant should fail to make good any default after 30 days of notice from the Lessor, or if the Lessee should petition to be or be declared bankrupt or insolvent or make any conveyance or general assignment for the benefit of creditors, or if a receiver be appointed for it - then in any one of such events, the Lessor may, upon 10 days written notice to Lessee, enter into and upon the said premises and expel the Lessee without such re-entry operating as a forfeiture of the rents to be paid and the covenants to be performed by Lessee; and may, at the Lessor's election, lease or sublet said premises or any part thereof without prejudice to any and all other remedies that may be available to the Lessor under the law. But this paragraph shall not be applicable to a bonafide dispute as to the Lessee's liability to make repairs.

11. The Lessee shall have the right to assign or sublease all or any part of the premises to any associated or affiliated corporation, a substantial amount of whose stock is owned by the Lessee herein or by J. H. Bridges, his wife, son or daughter, without the consent of the Lessor, but such subletting or assigning shall not relieve the Lessee from its obligations herein agreed to. The Lessee agrees not to assign, sublet or part with possession of the whole or any part of the demised premises to any other person or corporation, except as aforesaid, without the written consent of the Lessor.

12. If there is a condemnation of the whole or any substantial part of the demised building so that said building, or such portion thereof as shall remain after such condemnation, is not suitable for the conduct of a retail furniture establishment, the Lessee may, at its option, terminate this lease or continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the value of the property taken shall bear to the value of the entire demised property; and in addition, the Lessee shall have any and all right or rights of action for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

A taking by way of condemnation of the leased parking lot, or part thereof, shall not give rise to a right in the Lessee to terminate this lease but the other provisions in the preceding paragraph shall apply in such case.

13. The Lessor covenants that the Lessee shall hold and enjoy said premises during the term of this lease free from the adverse claims of any and all persons.

14. The Lessee further agrees that it will, at its own cost and expense obtain and maintain public liability insurance in the form currently available during the term of this lease or the renewal thereof, as well as during any prior occupancy of the premises by the Lessee for the purpose of making alterations, repairs, etc., in an amount not less than One Hundred Thousand (\$100,000.00) Dollars for damage or for injury or death to one person, and Three Hundred Thousand (\$300,000.00) Dollars for injury or death to more than one person arising out of one accident. It is understood that such public liability insurance coverage shall also include the use and operation of the elevator situate in the building. Such insurance shall be for the benefit of the Lessor and Lessee as their respective interests may appear with respect to the said leased premises.

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J. H. B.  
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