

square foot per year during the third year of this lease. The Landlord shall have the further option to cancel this lease at the end of the fourth year in the event that he does not receive forty-eight (48¢) cents per square foot per year during the fourth year. During any remaining years of the term of this lease, the Landlord shall have the option to cancel this lease at the end of any anniversary date of this lease after the fourth year in the event that he does not receive forty-eight (48¢) cents per square foot per year. At all times the Tenant shall have the right to make up the difference in gross income inadequacy as against square foot rental, but shall have no liability therefor.

3. It is understood and agreed that should any installment of rent or other obligation imposed in the paragraph numbered 2 be due and unpaid by the Tenant, the Landlord may, at its option after giving thirty (30) days' written notice:

(a) Declare the full unpaid rental for the period through the end of occupancy by the Tenant due and payable immediately and resort to any legal remedies at law or in equity for the enforcement or collection of the rent, and or

(b) Declare this lease terminated and enter and take possession of the leased premises, and thereafter hold the same free of the rights of the Tenant, or its successors or assigns, to use said leased premises, and the Landlord shall, nevertheless, have the right to recover from the Tenant any and all sums which under the terms of this lease may then be due and unpaid for the use of the premises.

4. The Landlord agrees to keep in good repair outer walls, downspouts, and approaches to the building. The Landlord shall not be liable for any damages to the contents of the building from leaks or other damages caused by the condition of the roof, outer walls, and downspouts, except after written notice from the Tenant of need for repairs, and after failure to repair same for ten (10) days, the Landlord shall be liable for damage to warehouse contents. In the event of Landlord's failure to make repairs for ten (10) days, the Tenant may make them and treat the cost as rental as hereinabove called for.

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