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Should said Lessee, with or without the express or implied consent of said Lessor, continue to hold and occupy said premises after the expiration of the terms of this lease, such holding over and beyond the term and the acceptance or collection of rental by Lessor, shall operate and be construed as creating a tenancy from month to month and not for any other term whatsoever, but the same may be terminated by Lessor by giving to said Lessee thirty (30) days written notice thereof, and at any time thereafter said Lessor may re-enter and take possession of said premises, any rule in law or equity to the contrary notwithstanding.

If Lessor shall fail to keep and perform any of the covenants, agreements or conditions of this lease on the part of the said Lessor to be kept, performed and observed, and if any of the aforesaid defaults are not cured within thirty (30) days from date of written notice by registered mail of such default of service upon Lessor, the Lessee may, at Lessee's election, and in addition to any and all other right of Lessee under this lease, cancel this lease, at any time after the expiration of thirty (30) days upon written notice by registered mail of such cancellation by Lessee.

Any signs, trade fixtures and equipment installed on the leased premises by the Lessee may be removed if same can be done without material damage to the leased premises, or upon Lessee agreeing at said time to repair at its expense any damage caused by such removal.

That the Lessee may not assign or sublet the premises leased hereunder without the written consent of the Lessor.

In the event these premises or any portion thereof are destroyed by fire, the Lessor shall have the right to restore same for the Lessee provided and conditioned upon restoration being made in sixty (60) days; provided, further that the rental shall be abated during which the premises may not be restored.

In the event restoration is not made within a period of sixty (60) days, the Lessee shall have the right to cancel the lease.

HILL & JAMES
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