

have on account of such default. If the LESSOR shall neglect to do or perform any matter or thing herein for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this lease terminated without prejudice to any other legal remedy it may have on account of such default.

13. TRADE FIXTURES - Any signs, trade fixtures, and equipment installed on the leased premises by the LESSEE may be removed by the LESSEE any time and the LESSEE hereby agrees to repair at its expense any damage caused by such removal. Provided, however, LESSEE is not in default at the time of removal of such signs, fixtures, and equipment and merchandise.

14. ASSIGNMENT AND SUBLETTING - The LESSEE may not assign nor sublet the premises without the written consent of the LESSOR, which consent shall not be unreasonably withheld. However, the LESSEE shall have the right to assign or sublet this lease to a subsidiary or affiliated corporation. In the event of assignment or subletting, the LESSEE shall continue to remain liable for all obligations of the LESSEE hereunder.

15. CONDEMNATION - If any portion of the leased property be condemned by any governmental authority and if same, in the opinion of the LESSEE, materially interferes with the peaceful and profitable occupation of the premises, the LESSEE may, at its option terminate this lease by giving notice thereof to the LESSOR and rent shall terminate as of the date the premises are vacated pursuant to such notice without prejudice to the right of the LESSEE to recover damages from such governmental authority arising out of such condemnation.

16. FIRE OR OTHER CASUALTY - LESSOR agrees at their own expense to procure and maintain during the term of this lease, or any extension thereof fire and extended coverage insurance on the leased premises as initially constructed by LESSORS or as improved by LESSORS in an amount equal to the replacement value thereof. If said premises be damaged by fire or other casualty, the following provisions shall apply:

(a) If the estimate of the costs of repairs be not more than the equivalent of the rental for three (3) years as herein provided, the LESSOR shall proceed to make such repairs as expeditiously as reasonably possible,