

this lease, the laws of the United States or the City, County and State in which the leased premises are located.

DAMAGE TO OR DESTRUCTION OF PREMISES

17. The Lessee shall notify the Lessor or its agent at once in the event of any fire or other casualty to the leased premises.

If the leased premises be totally destroyed by fire or other casualty or damaged to such an extent that they become wholly unfit for occupancy under existing building codes and regulations, then this lease may be terminated by either party by giving written notice within 30 days after the occurrence of such fire or other casualty.

If the leased premises, however, are damaged by fire or other casualty but may be repaired within 90 days from the date of the damage (it being agreed that if such rebuilding or repairs cannot be completed within the 90-day period but the Lessor commenced the rebuilding or repair work without unreasonable delay within the 90-day period and completes the rebuilding or repair with due diligence, such damage shall be deemed rebuilt or repaired within the 90-day period), then the Lessor may notify the Lessee within 30 days of the date of the fire or other casualty of its intention to rebuild or make such repairs and may enter and repair the premises as quickly as reasonably possible. In this event, rent shall not be due while such rebuilding or repair work is being performed, but shall resume again as soon as the rebuilding or repairs are completed.

It is agreed that if the premises are damaged only slightly due to fire or other casualty and still fit for occupancy, the Lessor shall repair the damage as quickly as reasonably possible and the Lessee shall continue to pay rent and uphold all other lease provisions.

The Lessee agrees not to claim any compensation from the Lessor or the Lessor's insurance company because of any inconvenience, annoyance or business interruption arising from the damage, repair, rebuilding, or alteration of any portion of the building.

RIGHT TO MORTGAGE OR LEASE

18. The Lessee agrees that its rights are subordinate and subject to any bonafide mortgage which now covers the premises or to any bonafide mortgage which may be placed on the premises any time in the future by the Lessor and will sign any Lease Subordination Agreement or Estoppel Agreement at the Lessor's request.

WAIVER OF RIGHTS

19. The Lessee agrees that no waiver of any condition of this lease by the Lessor whether implied or in writing shall constitute any further waiver by the Lessor of any other condition of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy does not exclude or waive the right to the use of another.

ZONING

20. It is agreed that the use of the lease premises is subject to any applicable zoning ordinances or regulations and

W.C.H.
SW/H

3
4
9
0

14328-112