

DAMAGE BY FIRE OR CASUALTY

If, during the term of this lease or any extension thereof, the building located on the leased premises is damaged by fire or other casualty and the damage thereto does not render the building untenable, then the Lessor shall immediately repair said damage at Lessor's expense. However, if the damage resulting to the building from fire or other casualty is great enough to cause the premises to become untenable, then Lessor may elect to terminate this lease as of the date of the damage by such fire or other casualty by giving written notice to the Lessee within thirty (30) days after such date, or the Lessor may repair or restore the building at Lessor's expense, in which case the rent shall abate from the date of the damage until the date that the building is again ready for occupancy. If Lessor so elects to repair the building and does not substantially complete the work within ninety(90) days of the date of the damage, then either party may terminate the lease as of the date of such damage.

ASSIGNMENT AND SUBLETTING

The Lessor shall not assign the Lessee's interest in the lease or sublet any portion of the leased premises without first obtaining the written consent of the Lessor.

COVENANTS

(a) Should Lessee fail to pay the monthly installments of rent or perform any other conditions of this lease for a period of thirty (30) days, then the Lessor may declare the lease terminated and expel the Lessee therefrom without prejudice to other remedies.

(b) Lessor, or his designated agents, shall have the right to come upon the premises at any time during the term of this lease for the purpose of examining and inspecting same or for the purpose of protecting same. In so doing, neither Lessor, nor his agents, shall interfere with the operation of Lessee's business.

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