

ASSIGNMENT
SUBLEASE

14. Lessee shall not assign this lease without the prior written consent of Lessor, except to a successor of substantially all of that business of Lessee which is transacted in said premises. Lessee shall have the right to sublease all or any part of the said premises for any lawful purpose at any time during the term hereof, it being expressly understood however that Lessee shall at all times remain responsible for the payment of rents and performance of all terms and conditions of this lease.

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DESTRUCTION
OF PREMISES

15. If during the term of this lease the premises are destroyed, or if they are damaged to such an extent that Lessee is unable reasonably to continue in its occupancy thereof and conduct therein all or the major portion of its business, then and in either of these events this lease may be terminated at the option of either party on ten (10) days' written notice to the other party. In the event the extent of the damage is such that Lessee can continue in its occupancy thereof and conduct therein all or the major portion of its business, and the premises can be restored within ninety (90) days, then Lessor shall, at its expense, immediately begin the repair of said premises and restore said premises with all due diligence, and Lessee shall pay rent for the premises in proportion to the space occupied.

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CONDEMNATION

16. If the premises or any part thereof shall be appropriated and taken for any public use by virtue of eminent domain or condemnation proceedings, or if the desirability of the premises shall be lessened through construction of elevated highways, bridges, overpasses, or similar objects adjacent to or over said premises for which Lessor would be entitled to claim damages for the lessening of the value of said premises, or if by reason of any law or ordinance the use of the premises for the purposes herein specified shall be or become unlawful, Lessee shall have the right to terminate this lease on ten (10) days' written notice to Lessor, and rental shall be paid only to the time when Lessee surrenders possession of the premises, or Lessee may, in the event of partial appropriation as aforesaid, elect to continue in possession of that portion of the premises not so appropriated, except that the rent shall be reduced in proportion to the amount of the premises taken. Nothing herein shall be construed as a waiver by Lessee of its claim for damages against the party instituting said proceedings or construction.

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DEFAULT
BY LESSEE

17. If default shall be made by Lessee in the payment of rent or in the performance of the conditions or covenants of this lease, Lessor shall have the right to re-enter said premises and remove Lessee and all other persons therefrom, and shall have the option of canceling this lease, provided, however, that such rights of re-entry, removal and cancellation may be exercised by Lessor only in the event that the breach or other default of Lessee shall have continued for thirty (30) days after written notice thereof and of Lessor's intention to exercise any of said rights has been furnished to Lessee at 1200 Babbitt Road, Cleveland 17, Ohio, by registered mail. Lessee shall not, however, be held in default if its failure to perform in accordance with the terms of this lease results from strikes, riots, governmental intervention, acts of God, or other causes beyond its control.

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DEFAULT
BY LESSOR

18. If default shall be made by Lessor in the performance of the conditions or covenants of this lease and said default shall have continued for 30 days after written notice thereof to Lessor, Lessee, in addition to all other remedies now or hereafter provided by law, may at its election, perform such covenant or agreement for or on behalf of Lessor, or make good any such default, and any amount or amounts which Lessee shall advance pursuant thereto shall be repaid by Lessor to Lessee on demand, and if Lessor shall not repay any such amount or amounts upon demand, Lessee may deduct same from the next installment or installments of rent to accrue under this lease.

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