

The lessor covenants that at the time of the execution of this lease lessor is the owner of the demised premises, or controller by lease agreement, has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term. If the lessor is not the owner of the demised premises, lessor agrees to secure from the owner a consent in writing to the making of this lease, and further agrees that should lessor default in the payment of any rent due to the owner, the lessee may, at its option, pay said rent to said lessors landlord, and the amount or amounts so paid shall be credited upon and deducted from the rent herein reserved to the same extent as if paid to the lessor in cash.

- 10 -

Lessee shall have the right and privilege to assign this lease or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

- 11 -

In the event of damage or destruction of the buildings and improvements on said leased premises by fire or any other casualty, or such partial destruction thereof, as will render the same unfit in the judgment of lessee for the use and occupancy for the purposes for which they are being used and in the event lessee is unable to obtain the necessary licenses and permits for the continuance of lessee's business on said leased premises, then it is understood and agreed that lessee may cancel this lease at its election on ten (10) days notice in writing to lessor and thereupon both parties shall be relieved from any and all further liability under this lease. Should lessee be able to obtain the necessary permits and licenses so as to enable it to rebuild said premises and improvements, this lease shall continue in full force and effect, except that lessee shall not be under any obligation to rebuild unless it so elects. ~~In the event lessee elects to rebuild under such circumstances rent shall abate from the date of destruction until the premises have been restored or for 120 days, whichever is the shorter period of time.~~

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[Signature]