

Thirteenth: It is understood and agreed that the rights of the Lessee hereunder shall be subordinate to the lien of any mortgages covering the demised premises entered into by the Lessor; and the Lessee agrees to cooperate with the Lessor in obtaining said mortgages and to execute a subordination agreement and any other documents required by the Lender for such purpose.

Fourteenth: That if the Lessor's building or any part of the leased premises shall be partially damaged by fire or other casualty to the extent that it is temporarily unfit for occupancy, the Lessor will promptly repair the same and the rent provided herein or proportionate part thereof shall be abated until such repairs are made. If the Lessor's building shall be totally destroyed or substantially damaged by fire or other casualty to the extent that it is rendered untenable, the rent provided for herein or a proportionate part thereof shall be abated until said building shall have been restored by the Lessor; or either the Lessor or Lessee may, at their option declare this lease terminated; and in this connection it is understood that the Lessor shall be under no duty to restore the demised premises in the event said premises is rendered untenable by fire or other casualty.

Fifteenth: That in the event that the part of the Lessor's building herein leased shall be condemned for a public purpose by eminent domain, this Lease shall terminate as of the date title vests in the condemnor. Lessor will notify Lessee within ten (10) days of receipt of notice of such pending action.

Sixteenth: That in the event of bankruptcy of the Lessee or if the assets of any of the Lessee should be placed in the hands of a receiver or should the Lessee make any assignment for the benefit of creditors or cease to do business as an Auto Parts Center or make any act or insolvency or bankruptcy, the Lessor, at its option, may, in addition to all other rights he might have in law or equity, declare this Lease immediately terminated and may take immediate possession of the premises, collecting the rental up to the time of such retaking of possession.

Seventeenth: That no waiver by either party of a breach of any covenant or agreement herein contained shall constitute a waiver of a subsequent breach of the same or any other covenant or agreement. This agreement merges all prior agreements by and between the parties; and any and all alleged verbal promises heretofore or hereafter made by any of the parties hereto shall be considered hearsay and of no effect.

Eighteenth: It is understood and agreed that Lessee shall have the option to renew this Lease for an additional three (3) years under the same terms and provisions contained herein, provided, however, Lessee shall give written notification of his intent to exercise such option within ninety (90) days prior to the termination of this Lease, and, provided further Lessor shall have the right to increase the rent upon the exercise of such option to renew to an amount not to exceed eight (8%) per cent per year of the rental paid under the present Lease.

Nineteenth: Lessee shall have valid insurance before commencing any work so as to cover any and all accidents or injuries, and shall exhibit proof of such insurance to Harvey L. Burns upon request.

Twentieth: Lessee will also insure against damages to the building resulting from trucks loading at the front or rear of the building.

Twenty-first: No sidewalk displays shall be allowed. Roadside signs shall be permissible for thirty-two (32) days per year.

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