

fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the Lessor, using any proceeds from hazard insurance policies; if the damage shall be so extensive as to render the premises untenable, the rent shall be proportionately paid up to the time of such damage, and shall from thenceforth cease until such time as the premises shall be put in good order. If the Lessor shall not elect within thirty days after such damage to repair or restore the premises, then this Lease shall forthwith terminate. In the event of the total destruction of the premises by fire or other casualty, this Lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Lessee shall be entitled to receive a pro-rata refund of any advanced rent paid by him for the period which the leased premises were totally or partially destroyed.

(b) It is expressly understood and agreed that any holding over and continued use and/or occupancy by Lessee, his successors and assigns, of the hereby leased premises after the expiration of this Lease, or any renewal thereof as hereinabove provided, shall operate and be construed as a renewal of this tenancy for a period of one month at the same monthly rate of rent and under the same conditions in force at the expiration of this Lease, or at the expiration of any renewal thereof, as the case may be.

(c) That all the covenants and conditions herein contained shall bind and/or inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day, month and year first above written.

In the Presence of:

[Signature]
Cathy J. Morgan

[Signature] (LS)
 R. M. GAFFNEY as Agent, LESSOR