

In the event the Leased Premises shall be damaged as aforesaid but are not thereby rendered untenable, the Lessor shall restore the Leased Premises with reasonable dispatch, and while such damage is being repaired, the Lessee shall be entitled to an equitable abatement of the minimum rent. The Lessor shall not be liable for any delays in rebuilding or repairing due to labor controversies, riots, Acts of God, governmental laws or regulations, or inability to procure materials or labor or both, or any other causes beyond Lessor's control.

XIII. ALTERATIONS

The Lessee shall not make any alterations in or additions to the Leased Premises, or make any contract therefor without first procuring the Lessor's written consent. Alterations, additions, improvements, and fixtures, except Lessee's trade fixtures, shall become the property of the Lessor, and shall remain upon and be surrendered with the Leased Premises on the termination of the term of the Lease without compensation or credit to the Lessee; provided, however, that if prior to said termination, or within fifteen (15) days thereafter the Lessor directs Lessee to return all or any part of the premises to its original condition by written notice to the Lessee. Lessee shall have the sole responsibility for all leasehold improvements, and those in any way associated with the build outs, including but not limited to, all mechanical, plumbing, electric, heat, air conditioning, interior walls, flooring and accessibility requirements, including but not limited to the construction of an elevator.

XIV. LIABILITIES

Each of the parties hereby waives and relinquishes any and all rights which it might have against the other party on account of any claim for damages resulting from a loss to property owned by it, or by the alleged negligence of the other party, or its employees, or persons on the within described premises by permission of such other party, provided such loss is covered by the periods insured against under the policy carried on such property and provided that the waiver shall not affect the parties' respective rights of recovery on the said policy.

XV. CONDEMNATION

If the whole of the premises hereby leased shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the vesting of title in such authority, or taking of possession, (whichever occurs first) and rent hereunder shall be paid and adjusted as of that day.

If a portion of the Leased Premises shall be taken and, as a result thereof, there shall be such a major change in the character of the premises as to prevent Lessee from using the same in substantially the same manner as theretofore used, then, and in