ARTICLE 26 – SEVERABILITY

EXISTING LEASE LANGUAGE (REV. 2000)

26. Severability

In the event that any provision of this lease is declared to be illegal or unconstitutional, its nullity shall in no way impair the validity of the Lease, or of other portions of the lease not declared illegal or unconstitutional; provided that Lessee shall not directly or indirectly institute or cause to be instituted any action seeking to declare the nullity or the unenforceability of this lease or any part hereof.

Found on page 9

AUGUST 2016 DRAFT LANGUAGE

ARTICLE 26 - SEVERABILITY

This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties.

Found on page 21

PROPOSED RE-WRITE (TRACK CHANGES)

“This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The Parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.”

PROPOSED RE-WRITE (CLEAN VERSION)

“This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The Parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.”