

as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of the administration of this instrument be considered to waive or lessen the rights of the parties hereto to enforce the provisions hereof.

12. The Tenant agrees that it will save harmless and indemnify the Landlord from and against all loss, liability or expense which may occur by reason of any accident or damage to any person or persons or property upon the said premises, or by reason of anything maintained or done upon the said premises, and further agrees to maintain a policy of liability insurance indemnifying the Tenant and Landlord, in a manner, amount and in a company acceptable to the Landlord.

13. The Landlord agrees that the Tenant, upon the payment of the rents reserved herein, and upon the performance of the covenants and agreements herein provided, shall peaceably and quietly hold and enjoy the demised premises for the term hereof, and it is further agreed that after the payment of the rents to the expiration of this lease, the Tenant shall have the right and privilege of removing any and all trade fixtures and other fixtures of a similar nature which may be installed by or at the expense of the Tenant.

14. This lease agreement merges all understanding and agreements between the parties hereto with respect to the leased premises and shall constitute the entire agreement. It is agreed that said lease agreement shall not be changed or modified except upon the written consent of the Landlord and Tenant, which consent shall be executed in duplicate and

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