

11/2/83

ARTICLE X--NON-LIABILITY OF LESSOR. This Lease is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the Lessees, their agents or employees, or third person, from any cause or causes whatsoever, while in or upon said premises or any part thereof during the term of this Lease or occasioned by any occupancy or use of said premises of any activity carried on by Lessees in connection therewith, and Lessees hereby covenants and agrees to indemnify and save harmless the Lessor from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

The Lessees shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, and the business operated by the Lessees and sub-Lessee of Lessees in the leased premises in which the limits of public liability shall be not less than \$100,000 per person and \$300,000 per accident and in which the property damage liability shall be not less than \$25,000. The policy shall name Lessor and Lessees as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten days prior written notice. A copy of the policy of insurance shall be delivered to the Lessor.

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ARTICLE XI--DEFAULT OF LESSEES. It is further understood and agreed that should any installment of rent be past due and unpaid for a period of Thirty (30) days, or should the Lessees fail to perform any of the other terms of this Lease, then and in that event, the Lessor may at its option, after giving seven (7) days written notice, either: (1) declare the Lease in default and declare the full rental price for the entire term due and payable and re-rent the same, deducting the rent collected

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