

for the Lessee and its customers. It is understood and agreed that should either the Lessor or the Lessee, for reasons beyond their control, be unable to perform the covenants herein contained so that the building and the premises are not ready for occupancy by September 1, 1956, this lease shall not be void or voidable, nor shall either party be liable to the other for any loss resulting therefrom; but in such event there shall be a proportionate reduction of rent covering the period between the commencement of said term and the time when the premises shall become available for occupancy by the Lessee. It is further understood and agreed that should the building and the premises be ready for occupancy by the Lessee prior to September 1, 1956, the Lessee will take possession of such premises as soon as the same shall be available for use, and shall pay proportionate additional rent covering the period between the taking of possession and the commencement of the term.

Lessee warrants that it will save Lessor harmless from all liability on account of payroll taxes, compensation insurance, and other expenses or claims of every character arising out of the construction of said building. It is further understood and agreed that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character and will indemnify Lessor against all legal costs and charges, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Lessee.

The Lessee herein shall not have authority to create any liens for labor or material on the Lessor's interest in the above described property, and all persons contracting with the Lessee for the erection, installation, alteration, or repair of the building, or other improvements on the above described premises, and all materialmen, contractors, mechanics, and laborers, are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above described property to secure payment of any bill for work done or material furnished during the term of this lease.

The Lessee covenants and agrees that in the event of the abandonment or noncompletion of the building or other improvements undertaken by the Lessee, or in the event of its failure to complete and finish the same conformably to all the requirements of this indenture, then the Lessor shall have the option, but without any obligation to do so and without prejudice to any other rights in consequence of such default, to complete or finish such building, at the cost and expense of the Lessee, according to plans and specifications then being worked under, provided that the same shall be accessible to the Lessor.

II. Rent Reserved. Lessor hereby reserves and Lessee agrees to pay to Lessor upon the commencement of the ten year term above described a base rental of Three Thousand, Five Hundred (\$3,500.00) Dollars per annum, payable in twelve (12) equal monthly installments between the first and tenth day of each and every month during the term of this lease. In addition thereto, the Lessee will pay to the Lessor, between the first and tenth day of each and every month during the term hereof, an amount equal to one one-hundred-and-twentieth of the actual cost incurred by the Lessor in surfacing the premises as provided in paragraph 1 hereof.

III. Use of Premises. Unless the written consent of the Lessor shall have first been obtained, the Lessee shall not use, or permit said premises, or any part thereof, to be used, for any purpose other than that for which the premises are hereby demised; nor shall Lessee commit, or suffer to be committed, any waste or nuisance upon the premises.

IV. Renewal and Option To Buy. Lessee is granted the right, at its option, to renew this lease for an additional period of ten years, upon giving notice in writing of intention so to renew ninety (90) days prior to the expiration