

AND TO THE limit of not less than \$500,000.00 in respect to any one accident and to the limit of \$25,000.00 in respect to property damage. Lessee shall deliver to Lessor a certificate of all insurance and of renewals thereof from time to time during the term of this lease.

- j. Lessee shall keep, protect and save harmless Lessor from any loss, cost or expense of any sort or nature, and from any liability to any person natural or artificial, on account of any damage to person or property arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions hereof.

CONTEST OF TAXES AND LIENS

4. The Lessee shall have the right at its own cost and expense, and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the demised premises and required to be paid by the Lessee hereunder and to defend any claims for lien that may be asserted against Lessor's estate, and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion; provided, however, that the Lessee, upon making any request for assistance or cooperation by the Lessor, shall fully indemnify and guarantee the Lessor harmless from all loss, cost, damage, and expense incurred by or to be incurred or suffered by the Lessor in the premises.

DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

5. If the building on said premises shall be rendered untenable by fire or other casualty, during that last five (5) years of the original term of this lease to the extent of 60% or more of the insurable value of the building, Lessee may, at Lessee's option to be evidenced by notice in writing given to Lessor within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this lease as of the date of the damage or destruction, whereupon Lessor shall be entitled to all proceeds of insurance and right of recovery against insurers on policies covering such damage or destruction.

RIGHT TO MAKE ALTERATIONS

6. Lessee may make, or permit any sublessee to make alterations, additions and improvements to the demised premises from time to time at all times during the term of this lease or any extension or renewal thereof. However, Lessee at its option has the right to remove the distinctive features of the building within any time thirty (30) days prior to the termination of this lease. However, if any such distinctive features are removed, the Lessee is hereby obligated to restore the building to a sound and usable condition, and Lessee also has the option during the thirty (30) days prior to the termination of this lease to remove the sign and any trade fixtures from the building which it may desire. However, building must again be restored to a sound and usable condition after such removal. However, any alterations, except as above provided in this paragraph, additions and improvements made during the last five (5) years of the original term of this lease, or during the extension of the term, by the Lessee may be made only with the written consent and at the joint direction of the Lessee and Lessor.

7. Lessor agrees to hold remaining land of which the leased premises form a part and also any other land owned or controlled by the Lessor within a radius of one mile thereof, subject to restrictions, for the benefit of the Lessee and the leased premises, mainly, that no part of this land shall be leased or used for the manufacture or sale at wholesale or retail of doughnuts