

business on the premises. In the event the Lessee is able to use a portion of the leased premises during the period required for the making of repairs, the rent shall be proportionately abated during such period of time. The Lessor shall not be liable to the Lessee for any damage, other than abatement of rent, as herein set out on account of the inability of the Lessee to use said premises for the conduct of its business while said premises are being so repaired.

9. The Lessee shall not use said premises for any unlawful or hazardous purpose, and the use of said premises by the Lessee shall comply with all applicable laws relating thereto.

10. The Lessee shall hold the Lessor harmless on account of any loss, damage or injury arising out of the Lessee's use of said premises or arising from the acts or neglect of the Lessee, its agents, servants or employees, and the Lessee shall keep and hold said Lessor harmless from any and all damages and liability arising from any fault or negligence of the Lessee or failure on the part of the Lessee to comply with any of the covenants, terms or conditions of this lease. The Lessee agrees to carry suitable liability insurance against claims by third parties in a sum of at least One Hundred Thousand Dollars (\$100,000.00) and to furnish a copy of the said policy to the Lessor.

11. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment for the future of such covenants, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereunder, shall not be deemed a waiver of such breach and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor.

12. If the Lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the Lessor shall, after

(Continued on next page)