

Lease Agreement: J. A. Fulmer, Lessor & J. H. Fulmer, Jr., Lessee

leased premises, the Lessor, after giving thirty (30) days' written notice to the Lessee, demanding that such repairs be made or maintenance carried out, shall then have the right, at his option, to make such repairs or provide such maintenance and to charge the same to the Lessee, as additional rent. If the Lessee fails and refuses to pay same after thirty days, the Lessor shall have the right to terminate this Lease or to resort to legal process of rent distress or suit for the collection thereof. It is also understood and agreed that the Lessee shall take good care of the leased premises and at the expiration or other termination of this lease shall surrender the premises in as good condition as it is in at the time of the execution of this instrument.

VI.

IT IS ALSO MUTUALLY AGREED that if the Lessee shall during the term of this Lease install any cabinets, X-ray machines, or other equipment connected with his practice, which require attachment to walls or other part of the leased premises, he shall have prior consent of the Lessor if extensive alterations to the realty are necessary. It is further agreed that any such equipment shall remain the property of the Lessee and may be removed by him provided, however, the Lessee restores the leased property to the same degree of appearance and repair as presently exist.

VII.

IT IS FURTHER AGREED between the parties that the Lessor shall pay all real property taxes assessed against the land and building and that the Lessee shall pay any and all other taxes, i.e. those assessed against the contents of the building and the practice.

VIII.

IT IS AGREED that the Lessor shall pay for any fire insurance which he may elect to carry on the building; however, if without the fault or neglect of the Lessee the premises shall be destroyed or damaged so severely by fire or other cause so that the premises becomes uninhabitable, any amount of the consideration due from the Lessee to the Lessor shall be paid up to the time of such destruction or damage, and from that time forward this lease shall cease and come to an end.

IX.

IT IS FURTHER AGREED that the Lessee shall carry any other insurance which he feels is desirable (for example fire and extended coverage on the contents of the building, liability insurance), it being further agreed that all breakage or other injury to the leased premises done by the Lessee or his agents, employees, visitors, or patients, and also any damage caused by the overflow or escape of water, steam, gas, electricity, or other substance due to the negligence of the Lessee shall be repaired by the Lessor at the expense of the Lessee. The cost shall be determined on statements rendered by the Lessor to the Lessee, and the sum so determined shall be payable to the Lessor upon the delivery of such statement and if not paid by the Lessee within thirty (30) days thereafter, the same shall become so much additional rent for the succeeding month, payable with the installment of rent next becoming due and collectible as such.

X.

NO COMPENSATION or claim will be allowed or paid by the Lessor by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing any portion of the roof or outside wall, however the necessity may occur, and the Lessor shall not be liable for any damage to any property or person at any time in or on the leased premises from any cause.

XI.

IT IS AGREED and understood between the parties that the Lessor shall not have the right to terminate this Lease or any of its terms or conditions except as hereinabove provided or for failure of the Lessee to carry out one of the provisions herein provided.

J.H.F.  
J.A.F.

J.A.M.B.  
E.C.B.  
7/11/81

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