

BOOK 651 PAGE 358

IT IS MUTUALLY AGREED that if this Lease is terminated as a result of any default on the part of the Lessee, then in that event, the entire amount of the unpaid balance for the full term of this Lease shall become due and payable and liquidated damages to the Lessor.

The Lessee agrees that during the full term of this Lease it will use and occupy said premises in a careful, safe and lawful manner without waste or damage and in compliance with the laws of the States and Cities where the property is located, that it will deliver said premises to the Lessor at the termination of the Lease, in as good order, condition and repair as the premises were at the beginning of the Lease, reasonable use and natural wear and tear thereof and damage by fire or other casualty excepted.

The Lessor shall not be called upon to make, nor be under any obligation to make, any repairs, improvements or replacements to said premises during the term of the Lease. The Lessee shall be responsible for the upkeep, maintenance and repair of the buildings and shall pay for any alterations Lessee may make provided such alterations shall not be made without the written consent and approval of the Lessor.

The Lessee agrees to indemnify and save harmless the Lessor against any and all claims arising from the conduct and management of or from any work or things whatsoever done in or about the demised premises or arising from any act of negligence of the Lessee or any of its agents, employees or servants, or arising from any accident, injury or damage whatsoever, however caused, except wilful acts of Lessor, to any person or persons, or to the property of any person, persons, corporations, occurring during the term on, or in, the leased premises, liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action be brought against the Lessor by reason of any such claim, the Lessee on notice from Lessor, shall resist or defend such action or proceeding, by counsel satisfactory to the Lessor, but Lessee shall have the right to associate counsel of its own choosing.

The Lessee agrees to pay City, County and State property taxes for which the Lessor is liable on the premises described herein.

(Continued on Next Page)