

repossess the same and, at its option, declare this lease terminated without prejudice to other remedies.

11. The Lessee, at its own expense and with the written consent of the Lessor, may make such additions or alterations upon the leased premises as said Lessee may desire, and said Lessor, upon notice from the Lessee, shall promptly exercise all reasonable diligence and effort to seek such permission therefor as may be necessary from said GUY B. FOSTER, where such permission is required from the said GUY B. FOSTER.

12. The Lessor hereby covenants and warrants that it will at all times comply in full with any and all of the covenants and provisions contained in its lease with said GUY B. FOSTER and that it will fully indemnify and hold harmless the said Lessee herein from any and all loss and damage whatever resulting from the failure of said Lessor to so comply. It is further agreed that, should the Lessor at any time fail to comply with the terms and provisions of its said lease with GUY B. FOSTER, the Lessee, at its election, may, but shall not be bound to, assume and carry out the obligations of the Lessor under said lease. Any expense or loss incurred by the Lessee under either of the foregoing conditions shall be set off and applied against any obligation existing between the Lessee and the Lessor, whether under this agreement or otherwise.

To the faithful performance of these covenants the Lessor and the Lessee hereto bind themselves, their successors and assigns.

IN WITNESS WHEREOF the said Lessor and Lessee have caused these presents to be signed by their respective duly authorized officers and their respective corporate seals affixed thereto.

In the Presence of:

Irvin P. Tidy
Irvin Goldsmith
(As to Lessor)

POLAR PANTRIES

(SEAL)

By: Delmer W. Dunning
President

and: Bernice B. Dunning
Secretary

(Continued on Next Page)

(LESSOR)