

(10) The Lessor agrees that, if the Lessee, or its intended sub-lessee, Industrial Scrap & Waste Co., Inc., is subjected to legal action because of the nature or method of the business or business operations being carried on there by the Lessee, or its said sub-lessee, and such legal action results in a Decree by a Court of competent jurisdiction, within the first five (5) years of the term of this lease, requiring the Lessee or the said sub-lessee to vacate the premises and/or to cease its business operations or a substantial part thereof, the Lessor will reimburse the Lessee, or the said sub-lessee as the case may be, up to an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for the costs incurred in moving to a new location and will release the Lessee and said sub-lessee from any further liability or obligation under this lease. The Lessee agrees that, if such a move should become necessary, the Lessee will on its own behalf and on behalf of its sub-lessee make every reasonable effort for a period of not less than ninety (90) days or for such length of time as the Court may impose upon the Lessee or said sub-lessee, to vacate the premises and to relocate on a site that can be served by the Lessor. The obligation herein set forth of the Lessor to pay or contribute to the payment of the costs of relocating the Industrial Scrap & Waste Co., Inc., shall terminate upon the Lessee's exercise of its option to purchase the leased premises or at the expiration of the first five (5) years of the term of this lease, whichever shall first occur. It is expressly understood that any obligation of the Lessor under the terms of this paragraph is limited solely to a compulsory removal of the Lessee or Industrial Scrap & Waste Co., Inc. from the leased premises or a compulsory cessation of their business or a substantial part thereof upon the leased premises and shall not apply under any other circumstances or for the benefit of any other persons or parties.

(11) It is understood and agreed that during the first five (5) years of the term of this lease the Lessor will be responsible for

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