

time erected on the demised premises and shall use all reasonable precaution to prevent waste, damage, or injury there- to. Lessor shall not be required to furnish any services, utilities or facilities of any nature or kind, or to make any improvements, repairs, or alterations in the demised premises or improvements thereon during the term of this lease or any extension thereof.

LAWFUL USE OF PREMISES & INDEMNITY

6. Lessee agrees that said premises shall not be used for any other purpose than that stated herein; that Lessee will permit no waste to be committed on said premises; that in the use of said premises Lessee will comply with all applicable zoning laws and regulations and other statutes, laws, ordinances, and applicable governmental regulations, and that said premises shall not be used in such a way as to constitute a nuisance, public or private, and Lessee agrees to save Lessor harmless from and against any and all expense, cost, loss, or damage charged to or imposed upon or incurred by Lessor on account of any violation thereof.

LESSEE ACCEPTS PREMISES AS IS, NON-LIABILITY TO LESSOR

7. This is a lease of unimproved land. Lessee has inspected the premises leased hereunder and accepts the same in their present condition, and Lessee agrees that all persons entering upon said premises pursuant to or in connection with the use of said premises under this lease do so at their own risk, so far as Lessor is concerned, and that neither the Lessor nor their agents, servants, or employees shall be liable for any injury (including death) to any person or persons or for any loss or damage to property on or about said premises pursuant to or in connection with the use of said premises under this lease; neither the Lessor nor their agents, servants or employees shall be liable for any act or negligence resulting in injury (including death) or damage to any person or persons or property while on or about said premises.

LESSEE'S EXCLUSIVE CONTROL

8. Lessor shall and does by these presents give to the Lessee exclusive control of the premises and all buildings, structures and improvements erected or installed thereon and Lessor shall be under no obligation to inspect the same; however, Lessor, their agents, servants, or representatives shall have the right to inspect the same at all reasonable times as Lessor deems advisable to determine if Lessee's covenants hereunder are being complied with, but Lessor is under no obligation to do so.

LESSEE'S COVENANT AGAINST LIENS

9. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge, or order for payment of money shall be filed against Lessor or any portion of the demised premises, Lessee shall at its own cost and expense cause the same to be discharged of record or bonded within ninety (90) days after written notice by Lessor to Lessee of the filing thereof; and Lessee shall indemnify and save harmless the Lessor against and from all costs, liability, suits, penalties, claims and demands, including reasonable attorneys' fees resulting therefrom.

LESSEE INDEMNIFIES LESSOR - INJURIES OR DAMAGES

10. Lessee agrees to indemnify and hold harmless the Lessor, their agents, servants and employees, from and against any and all loss, liability, claims, and damages, for injury to or death of any person or persons, or damages to or loss of property occurring on or in any way arising out of, connected

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