even though Owner or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Owner or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

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- (f) If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
- (g) The submission of this lease for examination does not constitute a reservation of or option for the leased premises and this lease becomes effective as a lease only upon execution and delivery thereof by Owner and Tenant.
- (h) This agreement and the covenants and conditions herein contained, shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon any tenant to whom the assignment by Tenant has been consented to by Landlord.
- (i) It is understood and agreed between the parties hereto that time is the essence of all of the terms and provisions of this lease.
- (j) Brokerage: Tenant represents that is the sole broker who brought about this lease and that it has not had any dealings with any other broker in connection with the bringing about of this lease.
- (k) If Landlord provides storm shutters, Tenant shall bear the cost of maintenace, storage, repair and upkeep of such atorm shutters, and it shall be Tenant's responsibility to erect and dismantle same as it may become necessary for the protection of the demised premises.
- (1) No agreement to accept a surrender of the demised premises shall be valid unless in writing signed by Landlord. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the lease or a surrender of the premises. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease, shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF, this lease has been duly and properly executed the day and year aforesaid.

Stanley G. Tate

Stanley G. Tate

Stanley G. Tate

Remove

Investments

Remove

(LANDLORD)

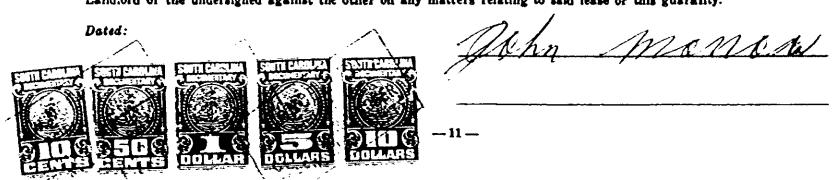
John Morrow d/b/a Morrows Electronics

And Appliances

(TENANT)

GUARANTY

IN CONSIDERATION of the letting of the premises within mentioned to the within named Tenant and the sum of One (\$1.00) Dollar paid to the undersigned by the within named Landlord, the undersigned does hereby covenant and agree, to and with the Landlord and the Landlord's legal representative and assigns, that if default shall at any time be made by the Tenant in the payment of any rent or the performance of any of the terms, covenants or agreements contained in the within lease on the Tenant's to be paid and performed, the undersigned will well and truly pay the said rent, or any arrears thereof that may be due unto the Landlord, as well as any damages that may arise in consequence of such non-performance without requiring notice of any default from the Landlord and the undersigned agrees that this guaranty shall not be affected by reason of the assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in said lease or by reason of summary or other proceedings against Tenant or by reason of any extension or indulgences granted to Tenant. The undersigned waives trial by jury in any action or proceeding brought by either Landlord or the undersigned against the other on any matters relating to said lease or this guaranty.



(CONTINUED ON MONT DIST)

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