

6. The Lessor shall not be required to furnish to the Lessee any utilities or service of any kind, such as, but not limited to, water, heat, fuel, and electricity; and the Lessee agrees to pay all charges for such utilities or services furnished or supplied to or on any part of the premises.

7. Commencing April 1, 1976, Lessee, or sub-lessees or assigns shall at their own cost and expense maintain and provide general public liability insurance for the benefit and protection of Lessor and Lessee in an amount of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for injuries to any one person and not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for injuries to more than one person, and not less than Twenty Thousand and No/100 Dollars (\$20,000.00) for injury or damage to property arising out of any one accident or occurrence. Said public liability policy or a certificate thereof shall be delivered to Lessor together with proof of payment of premium therefor. Lessee shall cause to be delivered to Lessor renewals of such public liability insurance policy with proof of payment of premium, within fifteen (15) days before its expiration date during the term of this lease.

8. The parties hereto agree that should the land and improvements thereon or any part thereof be taken or condemned by competent authority for public or quasi-public use so as to render the property unuseable as a practical matter then the term of this lease shall at Lessee's option terminate and cease from the date when possession of the part so taken shall be required for the use and purpose for which it has been taken. The option to terminate as set forth herein shall be exercisable by written notice mailed by registered mail to Lessor at the address above referred to, or at such place as Lessor may by writing designate, not less than fifteen (15) days prior to the date when said possession shall be required. In the event that Lessee shall continue to occupy after the date of the exercise of said option, the rent shall abate in proportion to the part so taken or condemned.

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In any such proceedings whereby all or a part of said premises shall be taken, whether or not lessee elects to terminate this lease, each party shall be free to make claim against the condemning party for the amount of the actual provable damages done to each of them.

9. If Lessee or sub-lessees or assigns default in compliance with any terms or covenants on Lessee's part herein contained to be performed, Lessor shall give Lessee and his sub-lessees or assigns thirty (30) days written notice to cure said default and shall specify the particulars thereof. Should Lessee or his sub-lessees or assigns continue in default after the expiration of said notice, then and in that event Lessor may at his election declare this Lease Agreement cancelled and terminated, and enter the demised premises, or any part thereof, either with or without process of law, and expel Lessee or any person occupying said premises, and those claiming through or under the Lessee, and remove their effects (forcibly, if necessary) and, if he elects, may store the same for the account and at the expense and risk of Lessee without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for any arrears of rent; and the Lessor may re-let the demised premises and apply the rent from the new tenant on this lease. Provided, however, that the liability of the Lessee for the balance of any rent payable hereunder shall not be deemed waived or released by such election to terminate. Such election to terminate may be exercised of the Lessor by written notice thereof mailed to the Lessee at the end of such thirty (30) day period.

10. If Lessees or their assigns herein be adjudged bankrupt or make an assignment for the benefit of creditors, this lease shall terminate forthwith at the option of Lessor.

11. No requirement whatsoever of this lease shall be deemed waived or varied, nor shall Lessor's acceptance of any payment with knowledge of any default or his failure or delay to take advantage of any default constitute a waiver of Lessor's rights by virtue thereof or of any subsequent or continued breach of any requirement of this lease. All remedies herein provided for shall be in addition to, and not in substitution for, any remedies otherwise available to Lessor.

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