

30. The parties named in the lease to which this is attached hereby agrees as follows: Each party hereby releases the other from any claim for recovery for any loss or damage to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

31. This Lease is made on condition that in case the whole or any part of the demised premises be destroyed or damaged by fire or other casualty, after the execution and before the termination hereof, then in every such case the minimum rent reserved herein, and other charges, if any, or a just and proportionate part thereof, according to the nature and extent to which the demised premises shall have been rendered unfit for use and occupancy, shall be suspended or abated until the demised premises shall have been put, by and at the expense of tenant, in the condition in which they were immediately prior to such destruction or damage.

32. The Lessee will at all times carry general liability insurance insuring Lessee and Lessor from any claims arising from the use of the insured premises.

33. This Agreement merges all prior agreements by and between the parties hereto, and any and all alleged verbal promises heretofore or hereafter made by either of the parties hereto shall be considered and deemed hearsay and of no effect.

34. This Lease and all the conditions and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above mentioned.

WITNESSES:

[Handwritten signature]
Barbara D. Payne

Harvey L. Burns (SEAL)
Harvey L. Burns
Lessor
Mike B. Rosenfeld (SEAL)
Mike B. Rosenfeld
d/b/a Red Barn Ice Cream Parlor &
Sandwiches
Lessee

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