

exterior or interior of the building provided he does not damage said building, and should damage occur, it shall be repaired and paid for by Lessee.

8. LIABILITY INSURANCE. Lessee agrees to carry adequate liability insurance covering both Lessee and Lessor. *Kern*

9. TERMINATION OF LEASE. It is mutually agreed and understood that this lease may be terminated or cancelled before the expiration hereof as follows:

- a. By mutual consent of both Lessor and Lessee; said consent to be in writing signed by both parties.
- b. By breach of any of the terms of this agreement, subject however, to the provision of Paragraph 10.
- c. By fulfillment of provisions of Paragraph 12 of this agreement.
- d. By operation of law.
- e. If during the terms of this lease, the leased premises or the building of which the same are a part, shall be totally or partially destroyed or damaged by fire, earthquake, Act of God, or by the elements or by the causes so as to render same unfit for occupancy, Lessee may, at his option, terminate this lease.

*Kern*

10. CURE OF DEFAULT. If any party defaults in compliance with any term or covenant on its part herein contained to be performed, the defaulting party shall be given 30 days written notice by registered or certified mail, by the other party, to cure said default.

If such default cannot be reasonable remedied prior to such date and the defaulting party is engaged in good faith in curing such default or has, prior to the expiration date of the notice, given the other party adequate security for the remedy thereof, then this letting and the defaulting party's rights hereunder shall continue in full force.

11. SURRENDER. Upon the expiration or other termination of the terms of this lease, Lessee shall quit and surrender to Lessor the demised premises, broom clean, in good order and condition, ordinary wear and damage by the elements excepted. If the last day of the term of this lease, or any renewal thereof, falls on Sunday, this lease shall expire on the business day immediately following. Lessee shall remove all property of Lessee as directed by Lessor and failing to do so, Lessor may cause all of the said property to be removed at the expense of Lessee, and Lessee hereby agrees to pay all costs

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