and Lessee, after inspecting the premises, hereby accepts the premises in its present condition.

- (2) <u>REPAIRS AND IMPROVEMENTS</u>. Lessee agrees that prior to October 1, 1965, he will make repairs and improvements to the main building located upon the premises, such improvements and repairs to cost not less than Ten Thousand and no/100 (\$10,000.00) Dollars. On or before October 1, 1965, Lessee shall present to Lessor paid invoices showing the cost and extent of such repairs and improvements. If any mechanic's, materialmen's or other liens are filed against the demised premises in connection with any such work, the cost of which is to be paid by Lessee, Lessee will not permit any such lien to stand against the demised premises but does agree that Lessee, upon giving written notice to Lessor of its intent to contest the same, shall not be required to pay, discharge or remove any such liens so long as Lessee shall in good faith, at its own expense, contest the same by appropriate legal proceedings, and pending such proceedings the Lessor shall not have the right to pay or discharge any such liens thereby contested, and any delay of the Lessee in paying the same until final determination of such disputed matter shall not be deemed a default of the conditions of this lease.
- (3) INSURANCE. (a) Lessee shall cause to be issued and pay the premium for an owner-landlord-tenant policy of liability insurance, insuring the interests of both parties, with limits of not less than \$100/\$300,000. for personal injury, \$10,000. for property damage and \$1,000. uncontested medical.
- (b) Lessee shall insure the building against damage by fire, windstorm and other casualty commonly included within the term "extended coverage" for the face amount of \$10,000. However, if the premium cost of such insurance exceeds \$750.00 per year, then the face amount of said policy shall be that produced by a premium of \$750.00.
- (4) <u>DAMAGE</u>: In the event the building on the premises is totally or partially destroyed by fire or other casualty, Lessor shall make available to Lessee up to but not exceeding any amount or amounts recovered under any insurance policy or policies carried on the premises as above provided, for the repair of the building so damaged. It

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