past due and unpaid for a period of ten (10) days, or should the Lessee fail to perform any of the other terms of this Lease, then and in that event, the Lessor may at his option, after giving seven (7) days written notice, either: (1) declare the full rental price for the entire term due and payable and re-rent the same, deducting the rent collected from said venture from the amount due and owing by the Lessee; (2) terminate the said Lease, enter and take possession of the said premises, free of any claims or rights of the Lessee, his heirs or assigns. The failure of the Lessor to take advantage of any default of the terms herein shall not be considered a waiver thereof. A five dollar (\$5.00) delinquent charge will be made on each weekly lease payment ten (10) days over due.

ARTICLE XI

ACCESS BY LESSOR

Lessor shall have the right to enter premises of Lessee at reasonable hours to inspect the premises and to make repairs which the Lessor may see fit to make. Any interior or exterior structural changes to the building must be approved in writing by the Lessor.

ARTICLE XII

TAXES

Lessor shall pay one-half and Lessee shall pay one-half of all county and state real and personal property taxes on the leased premises. Lessee's portion of 1979 taxes shall be prorated as of date of this lease. However, if the expansion of the business by Yankee Dipper requires the use of the garage area, all the real and personal taxes on leased premises shall be paid by Lessee. The rent shall then be increased \$25,00 per week.

ARTICLE XIII

OPTIONS TO EXTEND

If for any reason Lessee wishes to terminate this Lease, the Lessee may do so by giving the Lessor a thirty (30) day advance written notice of their intention to terminate the Lease. If the Lessee fails to provide the advance written notice, the Lessee shall pay to the Lessor four (4) weeks rent.

and the same