

7. It is further agreed by and between the parties hereto that the Lessee shall keep and hold harmless the Lessor from any and all damages, liability for anything and everything whatsoever arising out of or from the occupancy by or under the Lessee or Lessee's agents or servants and from any loss or damage arising from any fault or negligence by the Lessee, or failure on the Lessee's part to comply with any of the covenants, terms and conditions therein contained or otherwise; and that the Lessee shall purchase public liability insurance in a sum sufficient to indemnify and save harmless itself and the Lessor from any and all claims.

8. The Lessee agrees that this Lease shall not be assigned nor shall the premises nor any part thereof be subleased without the written consent of the Lessor.

9. It is mutually understood and agreed that the failure of the Lessor or the Lessee to take advantage of any default on the part of the other shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the rights of the parties to insist upon the provisions thereof.

10. The Lessor agrees that the Lessee, upon payment of the rents reserved herein, and upon the performance of the covenants and agreements herein provided to be observed and performed by it, shall peaceably and quietly hold and enjoy the demised premises for the term thereof.

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