

thereof, provided, however, that any such mortgage shall not disturb Lessees' tenancy hereunder so long as Lessees are not in default and are otherwise performing their obligations under the terms of this lease. Lessees agree from time to time upon demand to execute any and all instruments as may be required to evidence such subordination without obligation or expense to the Lessor.

Covenant on
Mortgage
Payments

8. Should lessor at any time default in the making of any payment under any mortgage having priority or seniority over this lease, which mortgage is now or may hereafter become a prior lien upon the demised premises, Lessees may cure such default and reimburse themselves with interest out of any monies or sums of monies due or to become due to Lessor under the terms of this lease.

Covenant to
Repair and
Take Care
of Premises

9. Lessor hereby agrees to maintain and keep in good condition and repair the roof, foundation and the structural support walls of the building, together with the blacktop and driveways on the demised premises. The term "walls" as used herein shall not include glass or plate glass. Lessees agree to give Lessor written notice of defects or need for repairs, and Lessor shall have reasonable opportunity to repair or cure such defect. In the event that Lessor shall fail to repair or cure such defect within a reasonable time Lessees may cause the same to be repaired and may reimburse themselves from monies due or to become due to Lessor under the terms of this lease.

Lessees agree to keep all other parts of the demised premises in good order, repair and condition and to take care of at their own cost and expense all redecorating and painting, both inside and out, after taking possession of the demised premises. Lessees further agree to suffer no waste on the premises and to promptly pay, when due, all charges for utilities and services.

"For Sale"
and "To Let"
Signs

10. During the last three (3) months of the term of this lease or any renewals thereof Lessor may maintain "To Let" and "For Sale" signs upon the demised premises and may exhibit the demised premises to any prospective tenants and/or purchasers in a reasonable manner.

Governmental
Requirements

11. Lessees agree that they shall comply with the requirements of all laws, orders, ordinances and regulations which may impose any duty upon the occupancy of the demised premises by the Lessees.

Liability
Insurance

12. Commencing with the payment of rent as provided in Paragraph 3, Lessees or their sub-lessees or assigns shall at their own cost and expense maintain and provide general public liability insurance for the benefit and protection of Lessor and Lessees in an amount of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for injuries to any one person and not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for injuries to more than one person, and not less than Twenty Thousand and No/100 Dollars (\$20,000.00) for injury or damage to property arising out of any one accident or occurrence. Said public liability policy or a certificate thereof shall be delivered to Lessor together with proof of payment of premium therefor. Lessees shall cause to be delivered to Lessor renewals of such public liability insurance policy with proof of payment of premium, within fifteen (15) days before its expiration date during the term of this lease.

Hazard
Insurance

13. Commencing with the payment of rent as provided in paragraph 3. Lessees or their sub-lessees or assigns shall at their cost and expense insure the demised premises and any buildings and improvements thereon with fire and extended coverage and vandalism insurance in an amount equal to the replacement value thereof. Said insurance policy shall provide as the insureds the name of Lessor, Lessees and sub-lessees as their interests may appear, and shall provide for the payment of loss to Lessor, mortgagees of the demised premises herein rented, Lessees and sub-lessees as their interests may appear. However, such payment of loss to Lessor shall be subject to the provisions of Paragraph 14 as hereinafter provided. A copy of such policy or policies shall be delivered to Lessor together with proof of payment of the premium therefor. At least fifteen (15) days prior to the date of expiration of any of said policies, Lessees shall cause to be delivered to Lessor a certificate of renewal of such policy or policies complying with the requirements of this paragraph.

Covenant
on Proceeds

14. In the event of destruction of or damage to the building and improvements of any kind upon the demised premises, by reason of fire, the