

8. Filing and Recording of Lease, UCC and other Forms and Documents, etc.

Lessee agrees to sign any and all documents necessary, under the Uniform Commercial Code and any other applicable laws, to perfect the Lessor's interest in this lease and/or any fixtures, equipment or improvements in and on the leased premises as and when requested by the Lessor. The Lessee also agrees to have this Lease Agreement recorded with the appropriate county Register of Mesne Conveyances as and when requested by Lessor.

9. Default by Lessee

If the leased property shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a Trustee or Receiver of the Lessee's property during any terms of this lease, or if there shall be a default in the payment of rent or any part thereof for more than five days, or if there shall be default in the performance of any other covenant, agreement, condition, rule regulation, or law herein contained or applicable or hereafter established on the part of the tenant, the Lessor may:

(a.) If it so elects, declare this Lease to be terminated and shall then have the right to reenter or repossess the leased property, either by summary proceedings, surrender, or otherwise, and dispossess and remove therefrom the tenant, or other occupants thereof, and their effects, without being liable to any party for any civil or criminal action therefore and Lessee hereby indemnifies and holds Lessor harmless of and from any such possible damages or liability to any individual or party Lessor may incur by such termination and/or repossession. OR,

(b.) Lessor may pursue any and all legal and/or equitable remedies available to it against the Lessee, including but not limited to, those remedies for specific enforcement, ejectment, damages, repossession, reentry, etc. Any reentry or repossession of the premises or other proceedings allowed under this paragraph (b.) shall not be deemed a termination of the Lease Agreement as provided in paragraph (a.) above unless and until the Lessor provides Lessee written notice of election to terminate this lease.

10. Attorney's Fees and Costs

Upon breach of this Agreement by either party, should the other party in good faith bring any legal and or equitable proceedings against such breaching party, the breaching party agrees to pay the other its costs and attorney's fees (limited to a reasonable amount and not to exceed an unlawful amount) necessarily incurred in pursuing such legal and or equitable remedies.

11. Insurance and Liability

(a.) Lessor agrees to keep the leased premises insured with the following coverage:

(1.) Fire and hazard insurance on the building in an amount not less than \$140,000.00 including coverage of any signs and glass affixed to the premises.

(2.) Contents coverage on any building improvements, additions, fixtures, and/or equipment belonging to the Lessor, or in which the Lessor has an interest, prior to, during or under the Lease and lease term.

(b.) Lessee shall obtain its own insurance coverage covering its inventory and property contained in and on said premises, except as otherwise provided herein. Lessee must also obtain liability insurance covering itself and the Lessor for any liability, for any damages to any person and/or property (including death), that might be incurred by either party as a result of the business or