

7. That Foundation shall, during said 25-year term, furnish the requisite labor and materials and do and perform such work as may be necessary or required to keep and maintain said water facilities in reasonably good working or operating condition and repair for use for the purposes contemplated hereunder, or shall cause such labor and materials to be furnished and such work to be done and performed; PROVIDED, however, that in the event the estimated cost of such work is in excess of \$200.00, then and in such event, Foundation shall consult with Realty Company and obtain its approval of such expenditure unless the work involved cannot be postponed or deferred due to an emergency in which event Foundation shall have the right to proceed with the work but shall notify Realty Company, in writing, as soon as practicable, that it is proceeding to make such repairs, and furnish full and complete information as to the details thereof. The Realty Company shall, upon being furnished with receipted bills, invoices or other evidences of such costs or expenditures, initially pay the cost of such maintenance or repairs, including labor, materials and the cost of draining, cleaning and refilling the reservoir as required for its proper maintenance, as well as pay the cost of insurance and the taxes on said water facilities; all such costs and expenditures (together hereinafter sometimes designated "maintenance costs") to be apportioned in the account between Realty Company and Foundation according to their respective interests or ownerships as of the first day of January following the year in which such maintenance costs are incurred and paid by Realty Company; that is to say, Foundation shall pay to Realty Company on such date in each year that proportion of the total of such maintenance costs as is equivalent to its interest or ownership in and to said water facilities.

8. Upon the expiration of said term of twenty-five (25) years Foundation shall either, (a) negotiate and conclude a new agreement with Realty Company providing for the continued maintenance and operation of said water facilities, the right of Realty Company to grant to others the privilege of tapping said water facilities for fire protection purposes only as hereinabove provided, and for such other matters as may be pertinent and necessary at the expiration of said term; or, (b) upon failure to conclude such agreement within ninety (90) days after the termination of this lease, the option for an additional period of ninety (90) days is hereby granted to Realty Company to purchase the said water facilities together with the necessary easement for the proper maintenance and operation thereof at a price to be fixed by a recognized engineering firm acceptable to Realty Company and Foundation.

9. That Foundation shall, without cost or expense to Realty Company, operate said water facilities for fire protection purposes, any periodical tests of said water facilities made pursuant to or required by fire insurance policies or otherwise to be considered as a part of such operation, during the 25 year term aforesaid, or cause the same to be operated, Realty Company to have no obligation or liability hereunder or otherwise with respect to such operation or the furnishing or cost of water; PROVIDED, however, that in any contract made by and between Realty Company and any other party who may be licensed by Realty Company to take and use water from said water facilities as aforesaid, such party shall be required, among other things, in addition to payment of the rental or license fees, hereinabove mentioned, to participate or share in such maintenance costs, and the cost of operating said water facilities.

10. That during the life of this agreement Foundation shall indemnify and save Realty Company harmless from all claims, demands, suits, judgments or other liability growing out of or resulting from negligence of Foundation in the maintenance or operation of said water facilities; and it is further covenanted and agreed by and between the three parties hereto that the failure of municipality to supply water, or the interruption of the supply of water from any cause beyond the control of the parties hereto, either or both, shall not impose any liability upon any party hereto to the other or others.