

grounds, and if not paid shall be deemed to be a part of the rent and the Lessor shall have the same rights and remedies that the Lessor has of the non-payment of the first above specified rent.

The Lessee shall have the option to renew said Lease for two (2) successive periods of one (1) year under the same terms and conditions as hereinabove or hereinafter specified except the yearly rent shall be mutually agreed upon by said parties and in the event that both parties are unable to agree then each party shall appoint an appraiser and both appraisers shall appoint a third independent appraiser and arbitrate the said rental payments.

The Lessee covenants and agrees that the Lessor shall not be liable to the Lessee or to any other persons, for any claim or damages either to property or injuries to persons, arising out of the use or abuse of any equipment or property, or in any way arising out of the use and occupation of said demised premises and appurtenances thereof. The said Lessee further covenants and agrees to indemnify and keep said Lessor harmless at all times against all loss, cost, expense and damages under any claim by any persons or corporations based on, or in any wise growing out of the use, maintenance, control or occupation of said demised premises or improvements or equipment located thereon.

The Lessee covenants and agrees with the Lessor:

1. To pay the rent and charges of the Lessor herein agreed to be paid, at the times and in the manner aforesaid, and that no demand of rent shall be required.

2. To keep the demised premises, including but without limiting the generality of the foregoing, the plumbing, drainage, heating, lighting and other fixtures and apparatus therein and glass in windows and doors, in as good order, condition and repair as the same are at the commencement of this lease or may be put during the continuation thereof, reasonable use and wear thereof and damage by fire or other casualty not caused by the neglect, default or misuse by the Lessee only excepted, and to make good any damage caused by the misuse of the demised premises and of any of the fixtures, apparatus or

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