

Lessee wherever same may be located. However, Lessee shall maintain at its principal office a list, card index or some similar device or procedure showing the store or stores of Lessee where the items of Lessor's fixtures and equipment demised hereunder are at any time located.

7. Lessee shall maintain said new fixtures and equipment in a good state of repair, reasonable wear of time and use and casualty insured against under said Lease excepted.

8. Lessee shall pay for the period applicable and allocable to said 10 year lease term any ad valorem property taxes which might be assessed against the fixtures and equipment demised hereunder, before same become past due.

9. This Lease may be assigned and all or any part of said demised fixtures and equipment may be sublet by Lessee at any time during the period of this Lease Agreement. However, any such assignment or sublease shall in no way relieve or release Lessee from any of Lessee's obligations under this Lease.

10. Before and during said 10 year lease term, the Lessor, without first obtaining written consent of Lessee, shall not sell, or in any way mortgage or otherwise encumber said fixtures and equipment, or permit any encumbrance or lien to fasten thereon because of any act or omission of Lessor; if Lessee gives any written consent, such shall not relieve Lessor of Lessor's obligations hereunder or concerning said fixtures and equipment.

11. No act of omission or commission in contravention of any provision of this Lease Agreement by either party hereto may be considered an act of default or breach of this Agreement