

and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

9. If the Lessee defaults in the payment of rent, or defaults in the performance of any of the covenants or conditions of this lease, the Lessor may give to the Lessee notice in writing of such default and if the lessee does not cure rent default within five (5) days or other default within ten (10) days after the giving of such rent notice, (or, if such other default is of such nature that it cannot be completely cured within such ten (10) days, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence, and in good faith, to cure such default), then Lessor may terminate this lease on not less than three (3) days written notice to the Lessee, and on the date specified in said notice, the term of this lease shall terminate, and the Lessee shall then quit and surrender the premises to the Lessor, but that in the event of default by the Lessee, the Lessee shall pay as liquidated damages to the Lessor, the total amount remaining and owing on the term of this lease, with the said total amount of liquidated damages to be paid within thirty (30) days of default.

10. The Lessor shall have the right to enter the premises of Lessee at reasonable hours to inspect the premises and to make repairs which the Lessor may see fit to make.

11. The Lessee shall have the option to extend this lease for a further period of ten (10) years, provided the Lessee shall give the Lessor, written notice 90 days prior to August 1<sup>st</sup>, 1983, of his election to make such extension, with the rental for the additional ten years to be negotiated during the said 90 days.

12. Neither Lessor nor lessee has made any representations or promises except as contained herein, or in some further writing

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