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valorem taxes, and that particular year that same shall be assessed as completed land, building and improvements shall be known as the "base year". If the building, land and improvements should be increased for county ad valorem taxes for any tax year over the amount payable for the "base year" during the term of this lease or any renewal thereof, then the Tenant shall pay to the Landlord an amount equal to such tax increase over the county taxes for the "base year". Said additional rent, if any, shall be paid within thirty (30) days after Landlord gives notice of such payment to the Tenant.

10. Tenant agrees to indemnify and save harmless the Landlord from any claim or loss by reason of an accident or damage to any person or property happening in the demised premises, except for accident or damage caused by the failure of the Landlord to keep and maintain in good repair the roof, outside walls and other structural parts of said leased premises.

11. The Tenant agrees to carry, at its expense, public indemnity insurance as against said liability mentioned in the preceding paragraph 10 of this lease, in the amount of \$100,000.00 for accident affecting any one person, and \$300,000.00 for accident affecting more than one person, and \$25,000.00 property damage, and Tenant shall present certificate of such coverage to the Landlord upon Landlord's request.

12. The Tenant at its option, shall have the right and privilege of extending the term of this lease for a period of five years on the same terms and conditions of the original lease term. The Tenant shall exercise said option by giving Landlord written notice of such option privilege at least ninety (90) days before the expiration of the original term of this lease.

13. The Tenant shall have the right to sublet all or any portion of the premises leased hereby, providing the Landlord is given thirty (30) days' written notice of the Tenant's intention to do so, and providing the Tenant shall in no way be relieved of its primary responsibility under this lease agreement as a result of such subletting.

14. If the leased premises be damaged by fire, enemy action, the elements or other casualty, they shall be promptly repaired by the Landlord, and an abatement shall be made from the rent corresponding with the time during which and the extent to which they may not be used by the Tenant after damage occurring as aforesaid and before repair. In the event of the total destruction of the said premises by fire or other casualty, this lease shall cease and come to an end, and the Tenant shall be liable for rent only up to the time of such destruction. In the event of a partial destruction of said premises, such as to render them unsuitable for the business of the Tenant, unless the premises are repaired and restored by the Landlord within ninety (90) days to a condition comparable to their condition at the time of such partial destruction, then at Tenant's option, this lease shall cease and come to an end, and the Tenant shall be liable for the rent only up to the time of such partial destruction of the leased premises. In the event of the occurrence of either of the two contingencies last mentioned, the Tenant shall be entitled to receive a prorata refund out of any advance rent paid by it for the rent period during which such premises were wholly or partially destroyed. ~~//In the event of total destruction, if the Landlord should rebuild on the same premises, the Tenant shall have the option of leasing said premises for the remainder of the period which would have been covered by this lease on the same terms and conditions as herein provided.//~~

W.A. Smith
L.F.S.

ck 11-17-72
Frank H. Wood

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