

9) During the initial term of this lease or any renewal thereof Lessees shall maintain public liability insurance for injuries or damages to persons or property on said premises in the minimum sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) for each occurrence, and Lessees shall hold Lessor harmless from liability for any such occurrence and shall indemnify Lessor for any expenses incurred because of same. Lessees shall furnish Lessor evidence of the aforesaid liability insurance coverage.

10) At the expiration of the initial term of this lease or any renewal thereof Lessees shall leave for Lessor the presently existing cooling-heating units and water heater or the equivalent replacement(s) of same.

11) During the initial term of this lease or any renewal thereof Lessees agree to pay rent as provided and to further pay for all services and utilities, including but not limited to, gas, oil, electricity and water, used on the leased premises when due and payable.

12) Lessees have examined and know the condition of the premises and have received same in sufficient good order and repair. No representations as to the condition or repair of the premises have been made by the Lessor prior to or at the execution of this lease.

13) During the initial term of this lease or any renewal thereof Lessees agree to keep said premises in good order and to be responsible for any and all damages to said premises caused by the acts of the Lessees or their employees or customers.

14) All alterations and additions to the leased premises shall remain for the benefit of the Lessor.

15) If during the initial term of this lease or any renewal thereof the premises shall be destroyed by fire, the elements, or any other cause, so as to become untenable, then this lease shall cease and become null and void from the date of such damage or destruction and Lessees shall immediately surrender the premises to Lessor and shall pay rent only to the time of such surrender. Provided, however, if the premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, Lessor shall have the option to repair same, and during the time that the repairs are being made Lessor shall remit to Lessees a just and fair portion of the rent according to the nature of the damages sustained and according to the extent that lessees are deprived of the use of the premises.

16) Upon the expiration of this lease or any holding over by Lessees permitted by Lessor, Lessees shall quit and surrender to Lessor the leased premises, broom clean, in good order and condition, reasonable use, ordinary wear, fire and casualty excepted.

17) Lessees agree to observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state or Federal authorities having jurisdiction over the premises, and to indemnify Lessor for any damage caused by the violation thereof. Lessees further agree to refrain from any act, and to make all reasonable and diligent efforts to prevent others on the premises from any act of commission or omission that creates a nuisance.

18) The failure of Lessor to insist on or enforce the strict performance of the terms, covenants, conditions or agreements contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such terms, covenants, conditions or agreements, but the same shall continue in full force and effect.

19) Lessor hereby gives to Lessees the option to purchase the subject premises at the expiration of the initial five (5) year lease term for the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) payable in cash at closing, said closing to be held within thirty (30) days after the expiration of the initial five (5) year lease term. At closing Lessor shall deliver to