

## TERM

1. The term of this Lease shall commence on March 1, 1976, or the date on which Tenant takes possession of the premises, whichever is earlier, and shall terminate on the last day of the Seventy-Second (72nd) calendar month thereafter. Tenant shall have a period of twenty (20) days from possession for the purpose of alterations and fixtures installation prior to the commencement of any rent as hereinafter provided.

## RENTAL

2. Tenant shall pay unto Landlord or Landlord's agent, Caine Company, if Landlord so directs, as rental on the Demised Premises the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) per annum payable in equal monthly installments of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) the first (1st) day of each and every calendar month in advance and without demand. Said monthly installments shall commence on the commencement date as hereafter provided. The rent reserved under this Lease shall commence on the twentieth (20th) day following delivery of possession of the premises to Tenant by Landlord. If said rental commencement date occurs on a day other than the first (1st) day of a calendar month, then rent for the first (1st) month shall be prorated per diem and paid at the time of delivery of possession.

USE OF  
PREMISES

3. The Demised Premises may be used by the Tenant as offices, warehousing, receiving and delivering of Tenant's merchandise and equipment, and for other purposes in the conduct of Tenant's business so long as such use shall at all times fully and properly comply with all laws, ordinances, and regulations of every lawful authority having jurisdiction of said premises.

TAXES AND  
LIENS

4. The Tenant agrees that it will promptly pay as and when the same become due and payable all taxes, assessments, and other charges which may be levied against the Demised Premises or with respect to the rentals payable therefor (other than income or franchise taxes) during the term of this Lease and further agrees that in the event of its default therein, Landlord may pay the same and add the amount thereof to the installment of rent thereafter falling due hereunder, together with any penalties and interest which may have been paid by Landlord and together with interest at the rate of twelve percent (12%) per annum from and after the time of such payment by Landlord.

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory, and stock of merchandise.

INDEMNIFI-  
CATION

5. Tenant agrees to indemnify and save Landlord harmless, except in the event of negligence on the part of Landlord, its employees or agents, against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the use of the Demised Premises or the conduct or management of the business conducted by Tenant in the Demised Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, concessionaires, or licensees, in or about the Demised Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.