

on the building located on said premises in an amount not less than the fair market value of the improvements, with both Landowner and Tenant named as insureds, and that neither Landowner, nor anyone claiming by, through, under, or in behalf of Landowner shall have any claim, right of action or right of subrogation against Tenant for or based upon any loss or damage caused by fire, explosion or other casualty (not limited to the foregoing) relating to the demised premises or property therein, whether such fire, explosion or other casualty shall arise from the negligence of Tenant, its agents or employees, or otherwise.

7. PERSONAL PROPERTY TAXES AND UTILITIES: Tenant covenants and agrees to pay all taxes lawfully charged or assessed against the personal property of the Tenant which may be located on the demised premises and to pay all licenses, franchise and other lawful taxes charged or assessed against or on account of Tenant's business on said premises and to pay all costs for water, electric lights and power, gas, telephone and other utilities used or consumed on the premises throughout the term of this Lease.

8. LAWFUL USE: Tenant covenants and agrees to comply with all lawful laws, ordinances and regulations of all governmental authorities and agencies relating to the use of said premises and the activities conducted thereon.

9. LIABILITY INSURANCE AND INDEMNIFICATION: During the term of this Lease, Landowner shall not be liable for damage to person or property occurring on said premises by accidental means. Tenant shall indemnify and save harmless Landowner from any loss on account of any such injuries and shall keep and maintain liability insurance coverage therefor with limits of not less than \$500,000.00 to \$1,000,000.00 personal injury and \$100,000.00 property damage, in which the Landowner and Tenant shall be named as insureds.

10. REPAIRS BY TENANT: Tenant covenants and agrees that during the term of this Lease, it will maintain in a good state of repair the blacktop or paved area.

*J.H.T. ACK*

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