

LIABILITY INDEMNITY AND INSURANCE: Lessor shall not be liable for any damage or injury caused to any person or property by reason of the failure of Lessee to perform any of his covenants or agreements hereunder, nor for such damage or injury caused by reason of any defect in the premises now or in the future existing, nor for any damage or injury caused by any present or future defect in the plumbing, wiring or piping in any part of the premises. Lessee agrees to indemnify and save harmless the Lessor from and against any and all loss, damage, claims, demands, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as the result of or in connection with the occupancy or use of said premises by Lessee.

Lessee shall, at its expense, provide and maintain in force during the entire lease term public liability insurance with limits of coverage of not less than \$5,000.00 for property damage loss from any one accident and not less than \$300,000.00 for personal injury from any one accident and not less than \$100,000.00 for injury to any one person from any one accident, such insurance to cover the leased premises (including the exterior thereof) and such policy or policies of insurance to name as the insureds thereunder the Lessor and the Lessee. Each such liability insurance policy shall be of the type commonly known as Owners', Landlords' and Tenants' insurance, or such other type as is approved by Lessor. During the lease term, Lessee shall provide, at its expense, plate glass insurance providing full coverage for replacement of destroyed or damaged plate glass in or on the premises. The originals of each and all such policies of insurance, or duplicates thereof issued by the insurance company or companies, shall be delivered to Lessor.

HAZARD INSURANCE: The Lessee shall at all times during the term of this lease and any extensions hereof, at its own expense, maintain fire insurance, with extended coverage, in an amount equal to the full replacement cost of the building on the demised premises, naming Lessor as the insured. Such policy may also have a mortgage clause in favor of any mortgagee (as its interest may appear) on the demised premises to whose mortgage this lease shall be subordinate as hereinafter provided. Such insurance policy may also contain, at Lessee's option, a waiver of subrogation provision. Upon the failure of the Lessee to furnish the same, the premium therefor shall immediately become due and payable as additional rent. In no event shall the coverage be for less than \$76,000.00, with the understanding that replacement costs shall be reviewed on an annual basis, and in the event additional coverage is needed, Lessee agrees to increase the policy in the amount to cover replacement costs.

In case the demised premises and/or the building or buildings wherein the demised premises are located shall at any time during the term hereby granted or extensions thereof be damaged by fire, flood, tornado, riot, insurrection, or by elements or otherwise, whether rendered untenable or not, Lessee shall give immediate notice thereof to Lessor and the rent herein stipulated shall abate during said period of untenability. Thereafter, Lessee may thereupon and without further notice to Lessor repair or replace said building, provided, however, that Lessee shall not