

the time that said premises shall be unfit for occupancy; that if total destruction is occasioned, the same condition aforementioned shall apply. If only minor destruction is occasioned, yet leaving the premises fit for occupancy, then the Lessor agrees to restore and repair during a reasonable time. Lessee agrees to be responsible for all glass breakage.

8. The Lessee covenants and agrees that it will save harmless and indemnify the Lessor from and against all loss, liability or expense that may be incurred by reason of accident, neglect or misadventures to persons or property arising from or in any way growing out of the use, misuse or abuse of the premises hereby leased.

9. It is understood and agreed that should any installment of rent be past due and unpaid for a period of thirty (30) days, or should the Lessee fail to perform any of the other terms of this Lease, then and in that event, the Lessor may, at its option, giving fifteen (15) days written notice, terminate the Lease, enter and take possession, free of any claims or rights of the Lessee, their successors, or assigns, yet retaining the right to recover any unpaid amounts due at said time by the Lessee unto the Lessor.

10. The failure of the Lessee or the Lessor to take advantage of any default of the terms herein shall not be considered a waiver thereof.

11. That the Lessee, upon the expiration of this Lease, or any renewal thereof, will deliver up said premises in as good a condition as they are at the present time of entering into this Lease, reasonable wear and tear expected.

12. This Lease merges all agreements between the parties and any prior agreements, either orally or written, shall be described null and void. Modifications to this agreement shall only be subsequent written instruments signed by the parties hereto.

WITNESSES:

x Nancy Bede

Leticia J. Swift

x Nancy Bede

Leticia J. Swift

John P. Abney
JOHN P. ABNEY, LESSOR

Gordon Davis
GORDON DAVIS, LESSEE

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