

governmental or otherwise, which would prohibit the Tenant from erecting its standard signs on said premises. Inability of Tenant to secure full utility services to said premises, or to erect its standard signs thereon, shall invalidate this lease. Landowner makes no representation as to the availability of natural gas.

4. RENTAL: As rental for said premises, Tenant shall pay to Landowner, commencing as of the date of commencement, as hereinabove provided in Paragraph 1., Fifteen Hundred and No/100 (\$1,500.00) Dollars per month, payable on or before the tenth of each calendar month for the then current month. For any portion of a calendar month commencing from the due date of the payment of rental as hereinabove provided to the first of the then next calendar month, Tenant shall pay to the Landowner as rental a pro rata portion of said monthly rental.

5. REAL ESTATE TAXES: During the term of this lease, Tenant covenants and agrees to pay at its expense, all taxes lawfully charged or assessed against the demised premises and the improvements thereon, provided that the taxes for the first and last year shall be prorated.

6. INSURANCE COVERAGE: Tenant further covenants and agrees to maintain and pay the cost of fire and extended coverage insurance 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

STEPHEN L. JAY ATTORNEY AT LAW 4328 RW.2

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