

in any manner increase the taxes on said property.

IMPROVEMENTS: 6. Any improvements, such as fencing, etc., shall become a part of the realty and remain the property of the Lessor.

INDEMNITY: 7. Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Lessor by reason of violation of same, including attorneys fees and court costs. Lessee shall furnish Lessor with a liability insurance policy in a sum not less than One Hundred Thousand and no/100 (\$100,000.00) Dollars by way of indemnification.

ASSIGNMENT: 8. Lessee shall not, without the prior written permission of the Lessor, assign this lease or sublet same. Permission by the Lessor shall not be unreasonably withheld; provided the proposed assignee meets the approval of the Lessor.

TIMBER: 9. It is understood and agreed that the Lessee shall not cut the timber on said premises.

DEFAULT: 10. Should any installment of rent be past due and unpaid for a period of ten (10) days, or should lessee fail to perform any of the covenants of this lease, petition for bankruptcy or receivership or an assignment for creditors, then and in said event, the Lessor may, at his option, after giving ten (10) days notice in writing, either:

- (1) Declare the full rental for the entire term to be due and payable and re-rent the same, deducting the rent so collected from said venture from the amount due and owing by the Lessee; or
- (2) To terminate said lease, enter and take possession, free of any claims or rights of the Lessee, his heirs or assigns, yet retaining the right to recover any unpaid amounts due at said time by the Lessee.

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