

the Landlord may, after giving ten (10) days' written notice by registered mail of its intention to do so, either (a) declare the full rental price for the entire term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the rent (this provision being supplemental to and not in lieu of the lien created in favor of the Landlord by statute), or to recover damages for the breach of said covenants, or (b) declare this lease terminated and take possession of the demised premises and thenceforth hold the same free and clear of any claim or right of Tenant, its successors and assigns, but with the right, nevertheless, of Landlord to recover from the Tenant any past-due rentals.

9. Landlord warrants that on the effective date of this lease it will be the sole owner of the demised premises in fee simple, free of liens and encumbrances except for a first mortgage now owed on the premises and except for a refinancing of said mortgage which is expressly agreed to by Tenant.

10. Landlord shall put Tenant in possession of the demised premises and covenants and agrees that during the continuance of this Lease Tenant shall have quiet possession and enjoyment of the premises.

11. This agreement shall be binding upon the parties hereto, their successors, heirs and assigns.

12. This lease shall not be assigned or the premises sublet without the consent in writing first obtained from the Landlord, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

WITNESSES:

Carl C. Rell
Russell M. Cusler

Carl C. Rell
Russell M. Cusler

F. H. Gillespie (SEAL)
F. H. Gillespie

(Landlord)

DAVIS MECHANICAL CONTRACTORS, INC. (SEAL)

By F. H. Gillespie President

W. H. [Signature] Secretary

(Tenant)

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