

Subletting

3. LESSEE agrees that it will not sublet said premises or any part thereof, or assign this lease without the written consent of the LESSOR which consent the LESSOR covenants and agrees that he will not unreasonably withhold.

Repairs

4. The LESSEE covenants with the LESSOR that the LESSEE has received said premises in good order and condition, except as herein otherwise mentioned, and at the expiration of this lease the LESSEE will yield up said premises in as good order and condition as when the same were entered upon by the LESSEE, damage by strikes, riots, fire, flood, incendiarism, acts of God or the public enemy, the elements, ordinary wear and tear excepted.

a. The LESSOR agrees at his sole cost and expense to make any necessary repairs caused by structural defects in said premises or by fire, unavoidable accident, or other casualty, or the elements and ordinary wear, tear and deterioration, and any repairs, whether structural or otherwise, and of whatsoever character, required by reason of any present or future laws, ordinances, orders or regulations of any municipal, county, state or other public authorities, including requirements of any local Board of Fire Underwriters; and the LESSOR further agrees upon failure to make any such repairs, replacements or changes within thirty (30) days after written notice by the LESSEE of the necessity therefor, the LESSEE may make the repairs and charge the LESSOR with the cost thereof, and should payment therefor not be made promptly, the LESSEE is authorized to deduct such cost from the rent immediately thereafter accruing.

b. The LESSOR further agrees at his sole cost and expense, to keep the building and grounds in good order and repair, including but not limited to the following: