10

0.

IMPROVEMENT, REPAIRS AND UPKEEP: The Lessor shall be responsible for the maintenance of the exterior of the building and the parking areas. Lessor shall repair the roof should it leak, but shall not be liable to the Lessee for any damages caused by leaking of the roof until and unless the Lessor shall have received notice in writing from the Lessee of such condition and shall have had ten (10) days within which to repair the same. Lessee shall be responsible for the maintenance, repair and upkeep of the interior of the building, including any heating or air conditioning equipment serving the leased premises. There shall be no alterations or changes to the interior or exterior of the building without the written consent of the Lessor. The Lessee may install such fixtures and equipment that it finds necessary to operate its business; however, such fixtures and equipment that are installed to the premises shall become a part of the building and become the property of the Lessor. The leased premises shall be kept broom clean and free of all trash and junk.

USE OF THE PREMISES: The Lessee shall use the premises for the purpose of operating a bakery sales store and for such other purposes as may be incidental to the bakery sales store; however, the premises, including sidewalk and parking areas, may not be used for any other purpose without the permission of the Lessor.

TAXES, INSURANCE AND UTILITIES: Lessor shall pay all real estate taxes on the leased premises. Lessee shall provide and pay for all utilities used on the leased premises. Lessee shall further maintain and carry a minimum of One Hundred Thousand and No/100 (\$100,000.00) Dollars public liability insurance insuring both Lessor and Lessee from any claims arising out of the use by the public of either the building, parking areas, or any portion of the 120 X 190 foot area hereinabove described. Lessor shall carry, at its earn expense, fire insurance on the building, out shall not be responsible for insuring any of the contents of the building.

DAMAGE BY FIRE OR OTHER CASUALTY: If during the term of this lease or any extension thereof, the building located on the leased premises is damaged by fire or other casualty and the damages thereto does not render the building