

- 3 -

(3) The Lessor covenants and agrees:

(a) To maintain in a sound condition the structural walls, roof and plate glass windows of the leased premises.

(b) To pay when due all City, County and State ad valorem taxes and special assessments levied against the leased premises.

(4) If the aforementioned rent is not paid when due, the Lessor may give ten days written notice of such non-payment to the Lessee; and if said rent is not paid before the expiration of such ten day period, then the Lessor at his option, may terminate this lease and take possession of the premises.

(5) If the Lessee shall default in any other of the covenants and agreements herein, and such default shall continue for a period of 30 days after written notice of such default from the Lessor, then the Lessor at his option may immediately terminate this lease and take possession of the premises.

(6) If the Lessor after written notice from the Lessee shall fail or refuse to perform his covenants and agreements regarding maintenance and payment of taxes and assessments, the Lessee may, at his option, make the necessary repairs or pay such taxes and assessments (if non-payment of such taxes and assessments shall adversely affect the Lessee's occupancy) and deduct the same from the next accruing rental payments.

(7) In case of the destruction of the leased building by fire or other casualty, during the term of this lease, or in case of such partial destruction thereof as to render the leased premises wholly unfit for occupancy, or should said premises be so badly damaged that the same cannot be repaired within ninety (90) days from the happening of such fire or other casualty, this lease shall at the option of either party become null and void and the Lessee shall immediately surrender said premises to the Lessor and shall pay rent only to the time of such surrender. In the event said premises are repairable within ninety (90) days from the happening of said fire or other