

7. TAXES. LESSEE agrees to pay all taxes levied upon personal property, including trade fixtures and inventory, kept on the Leased Premises, as well as all taxes levied against the land and the building and improvements situated thereon, during the term of this Lease, after presentation to LESSEE by LESSOR of statement(s) from the taxing jurisdiction(s) in which the Leased Premises is located. LESSEE, however, will pay only the lowest discounted amount and will not be required to pay any penalty, interest or cost accruing by reason of LESSOR'S failure to timely secure said tax statement(s) from the taxing authority(ies). However, in the event LESSOR provides tax statement(s) to LESSEE at least thirty (30) days prior to the delinquency date, then LESSEE shall be responsible for any and all interest and penalty charges accruing by reason of late payment. LESSOR may, however, direct the taxing authority(ies) to send the statement(s) directly to LESSEE; LESSOR further agrees that LESSEE, in the name of LESSOR but at LESSEE'S sole expense, may protest any assessment(s) before any taxing authority(ies) or maintain any necessary legal action in reference to said assessment(s) for the recovery of any taxes paid thereon.

8. MAINTENANCE. LESSEE agrees to maintain the structural soundness of the building on the Leased Premises. LESSEE agrees to keep both the interior and the exterior of the building on the Leased Premises in good repair, including the roof, plumbing, electrical wiring and air conditioning and heating equipment, to maintain the surface of the parking area and to paint the exterior walls of the building and be responsible for all glass, casualty damage and reasonable wear and tear expected.

9. ALTERATIONS. Alterations or additions, including structural changes, may be made by LESSEE in a good and workmanlike manner without consent from or cost to LESSOR. LESSEE shall not suffer or permit any mechanic's, laborers or materialmen's liens to stand against the Leased Premises.

10. TRADE AND OTHER FIXTURES. LESSEE may install or cause to be installed such equipment and trade and other fixtures as are reasonably necessary for the operation of its business. Such equipment and trade and other fixtures shall remain personal property, and title thereto shall continue in the owner thereof, regardless of the manner in which same may be attached or affixed to the Leased Premises. In the event such equipment and trade or other fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the right and be able to enforce the same as stated therein.

11. CASUALTY DAMAGE. If the Leased Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in a standard fire and extended coverage insurance policy of the type then commonly purchased by LESSEE (such casualty or peril being hereinafter referred to as an insurable casualty or peril) and the primary term or the then current extension of the term shall have at least three (3) years to run, LESSEE shall promptly and diligently restore the Leased Premises to the condition existing prior to the occurrence of the insurable casualty or peril. If the Leased Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insurable casualty or peril, or by any casualty or peril whatever when the primary term of the then current extension of the term shall have less than three (3) years to run, LESSEE may either restore the Leased Premises at its expense as above provided or LESSEE may terminate this Lease effective as of the date of occurrence of the casualty or peril. If, in the opinion of LESSEE, the Leased Premises

*3 yr minimum lease  
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