

such responsibilities, the obligation to pay to the Lessor the difference between the rent due under the terms of this lease and any lesser amount due under the provisions of any sub-lease or assignment.

Lessor reserves the right to adjust the rental rate in the event it consents to an assignment or sub-letting of the premises as long as the rental adjustment is in line with current market rates of similar property at the time of such assignment or sub-letting.

Examination of Premises

8. Lessee agrees that it has examined and is familiar with the condition of the premises and will accept the premises in its present state of condition and repair unless otherwise agreed upon in this lease.

Possession

9. ~~If this lease is signed by all the parties before the premises become ready for occupancy and Lessee cannot acquire or deliver possession of the premises by the time the term of this lease is anticipated to begin, Lessee agrees to waive any claim for damages, including but not limited to, any incidental or consequential damages due to such delay and LESSOR WAIVES ANY RENTALS DUE until possession is delivered to Lessee. If Lessee is to finish the leased premises itself and the premises are not ready for occupancy at the time designated for this lease to begin, the Lessee will, nevertheless, pay rent according to the lease dates set forth in this agreement.~~

Alterations

10. The Lessee, after receiving written permission from Lessor's agent, may make certain alterations, additions and improvements to the premises. All additions, including, but not limited to, carpet, tile, wall covering, ceiling tile, shelving, partitioning, doors, and fixtures will become part of the leased premises and will remain intact at the end of this lease.

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Store and office furniture and trade fixtures which are readily removable without injury to the premises may be removed at the end of this lease provided all other conditions of the lease have been satisfied. Any injury to the floors, walls or ceilings caused by removal of such trade fixtures will be repaired at the Lessee's expense by the Lessee at the time that such trade fixtures are removed.

Repairs by Lessor

11. The Lessor agrees to maintain the structural components of the building to include the roof, exterior walls (exclusive of glass, plate glass doors, and door mountings) and foundations. Lessor is under no obligation to inspect the premises to find defects.

Lessee will at once report to the Lessor any defective condition known to Lessee which the Lessor is required to repair. Failure to report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defect.

Repairs by Lessee

12. The Lessee agrees to keep and maintain the premises at its sole expense in a good state of condition and repair except those items referred to in Paragraph 11. The Lessee also agrees to keep all fixtures pertaining to the heating, air conditioning, ventilating, electrical, plumbing, and sprinkler system (if any) in good order and repair at its sole expense.

The Lessee also agrees to re-decorate, paint, and renovate the premises as may be necessary to keep them in proper condition and good appearance. If any portion of the leased premises is on the ground level, the Lessee agrees to keep the sidewalks on front of the ground level portion clean and free of obstruction.

The Lessee agrees to return the premises at the end of the lease term in at least as good condition as premises were when first leased, normal wear and tear excepted.

Signs

13. The Lessee may place or attach to the premises signs or other such identification as needed after receiving written permission from the Lessor. Any signs or other form of identification allowed must conform to City or County ordinances governing at the time.

Any damage caused to the premises by the Lessee's erecting or removing such signs will be repaired promptly by the Lessee at the Lessee's expense.

The Lessee also agrees to have any window or glass identification completely removed and cleaned at its expense promptly upon vacating the premises.

Keys

14. The Lessor will give Lessee at least one key to the premises at the beginning of this lease. The Lessee agrees to account for all keys provided or duplicated and to return all keys to Lessor at once at the end of the lease period. The Lessee agrees that the Lessor or his Agent may keep a master key or passkey to the premises in accordance with Paragraph 22 of this lease. When the premises were leased, \_\_\_\_\_ key(s) were given to the Lessee.

Personal Property

15. All personal property moved into the premises by the Lessee shall be at the risk of the Lessee or the owners of the personal property. The Lessee agrees that the Lessor shall not be liable for any damage, loss, or theft of personal property from any cause.

Trash Removal

16. The Lessee agrees to keep the entire premises clean at all times, both inside and out (to include parking areas) at its sole expense.

Abandonment

17. The Lessee agrees not to abandon or vacate the premises during the period of this lease without the Lessor's prior written approval.

Default

18. The Lessee agrees to pay rent at the time, in the amount, and in the manner as agreed upon in Paragraph 2 of this lease. The Lessee also agrees that rent shall be due at the specified time without any notice, bill, reminder, or demand from the Lessor or the Lessor's Agent.

It is mutually agreed that any one or more of the following enumerated events shall constitute and be referred to as a "Default":

- (A) If the Lessee fails to pay rent at the time, in the amount, and in the manner agreed upon and remains in default for ten (10) days after the stated time; or
- (B) If the Lessee fails to perform any of the terms or provisions of this lease other than paying rents when due, and fails to cure such default within ten (10) days after receiving written notice of default from the Lessor or the Lessor's Agent; or
- (C) If the Lessee is declared bankrupt or insolvent by judicial decree; or
- (D) If the Lessee takes the benefit of any federal reorganization or composition proceedings; or
- (E) If the Lessee makes a general assignment for benefit of creditors; or
- (F) If the Lessee's leasehold interest in this lease is sold under any process of law; or
- (G) If a trustee in bankruptcy or a receiver is appointed or elected for the Lessee; or
- (H) If the Lessee abandons the premises; or
- (I) If any materialman's mechanic's, or other lien is filed against the leased premises in connection with any improvements, alterations, or additions made by Lessee pursuant to Paragraph 10 of this lease and the Lessee is responsible for the cost of the improvements, alterations, or additions but allows the lien or liens to stand against the leased premises and does not secure the discharge of the property from such liens by filing an appropriate bond pursuant to applicable law. If Lessee does file a bond and elects to contest the liens, there shall be no default pending final determination of such disputed matter; then, and in any of the above events, the Lessor at its option may at once terminate this lease by giving written notice to the Lessee. (Notice to terminate in any of the above events may also be given by the Lessor's attorney or Agent.)

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