

ARTICLE V

USE OF PREMISES

5.01. The Company agrees that in the use and occupancy of the Project it will at all times comply with all applicable sanitary and safety laws, rules and regulations and will commit no nuisance and will permit no nuisance upon the Project by others.

5.02. The Company agrees that during the term of this Lease it will keep the Project and all buildings and improvements thereon and appurtenances thereto belonging in good repair at its own cost, including structural repairs, and upon the expiration or termination of this Lease it will surrender the Project, and the improvements thereon and appurtenances thereto belonging, to the County in as good a condition as prevailed at the time of completion of the construction provided for in the plans and specifications, ordinary wear and tear and acts of God excepted, subject to the provisions hereof.

(CONTINUED ON NEXT PAGE)