3

CU

00(

O-

This Lease is granted and accepted upon the foregoing, and upon the following covenants and conditions:

- 1. <u>Utilities</u>. Lessee shall pay all utility connection charges, if any, and all charges incurred for any utility services used on the demised premises.
- 2. <u>Use</u>. The Lessee shall be entitled to use the demised premises for any lawful business purpose.
- 3. Fixtures. The Lessee may, at its own expense, install equipment, fixtures and signs in and on the demised premises and make any alterations, additions, or improvements in and to the demised premises, provided all such work is done in a proper manner and without impairing the structural integrity of the demised premises. All equipment, fixtures, and signs, and all partitions installed in the demised premises by the Lessee shall remain the property of the Lessee, may be removed by it at any time prior to the end of the term, and will be so removed by it at the end of the term, upon the Lessor's demand in writing, provided always that the Lessee shall make good any damage caused by such removal.
- 4. Maintenance and Repair. Except as provided below the Lessee shall take good care of the demised premises and the equipment and fixtures therein and make such repairs as are needed to preserve the demised premises in good working order and condition, and at the end of the term shall surrender the demised premises broom clean, in good order and condition, ordinary wear excepted. The Lessee is not required to repair or replace any damage or destruction caused by the elements, fire, any latent defect in the demised premises, or any other cause beyond the control of the Lessee. Further, the Lessee shall be under no obligation to make any structural repairs except to the extent required by the negligence of the Lessee, its employees or visitors. The Lessor shall maintain in good order and condition the exterior walls, window frames and roof of the building and the parking lot, and any common areas, and shall make all needful structural repairs and replacements. All damage or injury to the demised premises due to the negligence of the Lessee, its employees or invitees shall be promptly repaired by the Lessee. The Lessor hereby waives all right of subrogation against Lessee for insured losses.