

MAINTENANCE

8. LESSOR shall be responsible for the structural maintenance of the premises, including floors, exterior walls, roof, major plumbing, and fence.

DESTRUCTION

9. In the event of total destruction by fire or act of God or public enemy, insurance proceeds shall be held in trust and if there are six months or more remaining on term of lease, LESSOR shall reconstruct and no rental shall be paid until premises are restored. If, in the event there is less than six months remaining on the lease, the LESSOR may elect to terminate lease, provided, however, if LESSEE exercises his option to renew the term hereof, then the LESSOR may not elect to terminate lease. In the event the premises are partially destroyed or damaged by fire or act of God so as to render same unuseable by LESSEE and there are six months or more remaining on term of lease, LESSOR shall reconstruct and no rental shall be paid until the premises are restored to useable condition.

REPAIRS
AND
IMPROVEMENTS

10. LESSEE shall make no repairs at the expense of LESSOR except for repairs LESSOR fails to make as required by Section 8; any alterations or improvements, including wiring, desired by LESSEE shall be made by it, at its own expense and then only after proposed alterations or improvements have been approved by LESSOR in writing and such improvements shall remain as a permanent part of the premises.

DAMAGES

11. LESSEE shall maintain the premises in the same condition as when possession is obtained less natural and normal wear and depreciation and it shall be responsible for all breakage of glass and other damage or damages done to said premises by itself, its agents, servants, employees, or persons in entering or leaving said premises.

ASSIGNMENT

12. LESSEE may assign this lease to an entity of equal or better financial strength, or to a related or successor entity, with LESSOR'S written consent and approval of new LESSEE; such assignment