

Occupancy by the Lessee of the building and improvements shall be final and conclusive acknowledgment that the building and improvements have been erected by the Owner in accordance with the plans and specifications and the Owner shall thereafter not be called upon to make any improvements, additions, changes, alterations or repairs except such repairs and maintenance of the outside walls and downspouts and paving as are hereinafter set forth.

GUARANTEE

6. Owner covenants and agrees to secure from General Contractor and/or sub-contractors, guarantees such as are customarily given by contractors relating to workmanship and material entering into the construction of the building covered by this lease. Such guarantees shall cover heating equipment, plumbing and electrical wiring and owner shall extend to Lessee for its benefit any and all such guarantees.

EFFECTIVE DATE

7. The effective date of this lease shall be the first day that the building is completed and ready for occupancy, and said rentals shall become due and payable as of that date, provided, however, that Owner shall give to Lessee not less than thirty (30) days notice that said premises will be available for occupancy.

TAXES

8. Owner shall pay during the term of this lease all taxes on the demised premises and improvements.

DAMAGE BY FIRE

9(a) In the event the demised premises shall be destroyed completely or rendered wholly unfit for occupancy by fire or other casualty, this lease may, at the option of the Lessee or Owner, exercised within thirty days from the date of such casualty, be immediately terminated upon written notice.

(b) In the event the premises shall be only partially destroyed or rendered partially unfit for occupancy by fire or other casualty, a proportionate part of the rental shall be abated until such time as the property is again put into satisfactory condition for occupancy, which shall be done by the Owner forthwith, and in no event shall Owner take more than 120 days to restore the same.

INSURANCE

10. During the continuance of this lease, Owner shall keep the building and improvements insured against damage by fire, windstorm and other perils in the sum of at least 80% of the insurable value of said improvements, with some reputable insurance company, and Lessee will be named in the insurance policy as an additional insured party.

MAINTENANCE

11. Owner agrees to maintain and keep in good repair the roof, outer walls, downspouts and paving and to make and do any structural repairs that may become necessary during the term of this lease. Owner shall not be called upon nor required to make any inspection of air conditioning, heating, plumbing or other interior facilities in the building. Lessee shall be responsible for the maintenance and repair to the interior of the building following occupancy of the building by the Lessee. Owner shall not be responsible nor obligated by reason of any damage from leaks or condition of the roof, outer walls and downspouts unless such damage is due to Owner's negligence after receiving notice in writing from the Lessee that such damage has occurred due to owner's negligence and after a reasonable time has elapsed in which the Owner would have repaired the condition that caused such damage.

UTILITIES

12. Owner agrees to make available to the demised premises electricity, water and sewerage; Lessee shall pay for all such utilities or other utilities used by it.

IF DECLARED UNSAFE OR CONDEMNED

13. In the event the building including the demised premises shall be declared unsafe by any authority having jurisdiction, the demised premises shall be repaired and restored forthwith by the Owner, and a just proportion of the rent hereinbefore reserved shall be suspended and abated until the demised premises shall have been put in safe and proper condition for

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