

5. The Lessee shall have the right at the end of the lease term, or of any renewal or extension thereof, to remove from the leased premises any and all equipment and office fixtures placed in or upon said premises by the Lessee, provided the Lessee shall repair any damage done to the leased premises by the removal thereof. The right granted hereby to the Lessee shall include heating and air conditioning equipment installed by the Lessee.

6. The Lessee agrees hereby that all fixtures and other property of any nature, description and kind placed in, upon or about the leased premises by the Lessee, its agents, servants, employees, licensees and invitees, shall be at the sole risk of the Lessee.

7. The Lessee shall pay all charges for water, electricity, gas and any other utility used on the demised premises by Lessee. All heating and air conditioning furnished by Lessor shall be adequate and sufficient to insure the comfort of Lessee's employees, invitees, and customers and to insure the protection of Lessee's furnishings and equipment.

8. The Lessee shall have the right to install a sign or signs on the exterior of the building located upon the demised premises provided such sign or signs so installed shall conform to the requirements of any ordinance of the city wherein said demised premises are located if there is a city ordinance affecting such sign or signs.

9. If the Lessee shall neglect to make any payment of rent when due or shall neglect to perform or shall violate any condition, restriction, covenant or agreement herein for ten days after the Lessor shall have given written notice thereof to the Lessee, then the Lessor may enter the premises and expel the Lessee therefrom without prejudice to any other remedy. Notice to quit or surrender possession and all other formalities connected with the re-entry by the Lessor is waived expressly hereby in the event of such default and the obligation of the Lessee hereunder shall not cease and the Lessee shall be liable for any loss or damage to the Lessor for failure to comply with the terms hereof. In the event the Lessor obtains possession of the premises under the terms of this paragraph, the Lessor shall forthwith and diligently, without expense to the Lessee, make every effort to rent the premises in whole, or in component parts aggregating the whole, for at least as much monthly rent as is provided in this lease, and the Lessee shall be liable only for any loss of rent.

10. If the Lessee shall hold over beyond the term of this lease or any renewal or extension thereof, the occupancy of the Lessee subsequent to the expiration of the lease term or renewal or extension thereof shall be from month to month and shall not be considered as a renewal or extension of this lease.

11. The Lessor shall have the right to terminate this lease if any proceedings, whether voluntary or involuntary, are instituted for the dissolution, receivership or bankruptcy of the Lessee or because of the insolvency of the Lessee or if all the business conducted by the Lessee becomes subject to the jurisdiction of any receiver, court, trustee or other judicial official.

12. The Lessor agrees to pay all ad valorem taxes levied and assessed against the leased premises by any town, city, county or other governmental authorities during the lease term.

13. The Lessor agrees during the term of this lease and any renewal thereof to maintain and keep in good repair the roof, downspouts and exterior walls of the building unless the damage thereto is caused or occasioned by the negligence of the Lessee, in which event such repairs shall be made by the Lessee. In addition, the Lessor shall be responsible for and maintain all heating and air conditioning equipment which is furnished by the Lessor and all plumbing, pipes and electrical wiring on the premises, but not including plumbing and electrical fixtures which are to be the Lessee's responsibility; ie toilet facilities at rear of office and lighting fixtures within the office area.

SCW 7
SCW 8
11/2/11
EJC

14. If the building in which the leased premises are located is damaged or destroyed during the lease term by fire or any other casualty, or by other means, then the Lessor shall, within fifteen days from the date of such damage or destruction, notify the Lessee in writing that it elects to cancel this lease or elects to rebuild or repair the said premises. In addition, the Lessee shall have the right to cancel this lease by notice in writing to the Lessor within fifteen days of such damage or destruction. If the Lessor elects to rebuild or repair the premises, the Lessor shall proceed immediately with the rebuilding or repairing in such manner as to restore the premises to substantially the same condition as they were at the time of destruction or damage and from the date of the damage or destruction the rent shall abate in proportion to the extent and duration of untenability. If either party elects to cancel the lease, the premises shall be surrendered by the Lessee to the Lessor on the thirtieth day following the date of receipt of the written notice and this lease shall become void at that time and the Lessee shall have no further obligation to pay rent or to perform any other covenant or agreement contained herein. ~~If Lessee has~~ made improvements to the demised premises, at its expense, or has agreed to make such improvements, Lessor shall provide fire and extended coverage insurance on the demised premises for the full insurable value thereof, which shall include coverage on all improvements now or hereafter made to the premises by either Lessor or Lessee, but shall not include coverage on personal property and fixtures owned by the Lessee. ~~If Lessee has,~~ at its expense, made improvements to the demised premises and the premises are damaged or destroyed by fire or any

(Continued on next page)