

ARTICLE 9

Maintenance, Repairs and Condition upon Surrender

Lessee shall keep the leased premises, and all buildings, improvements, equipment, fixtures, sidewalks, driveways and parking area located thereon, in as good, safe and secure order, condition and repair as the same shall be in at the commencement of the term hereof. Lessor shall not be obligated to incur any cost or expense for repairs, or to make any repairs, of any nature to the leased premises, and Lessee acknowledges that it has received the leased premises in good order, condition and repair. Upon the termination of this Lease, whether by lapse of time or otherwise, Lessee shall peacefully and quietly leave, surrender and deliver the leased premises to Lessor in as good order, condition and repair as the same were at the commencement of this Lease, reasonable wear and tear excepted.

ARTICLE 10

Lessee's Use of the Leased Premises

The Lessee shall have the right to use the leased premises for any lawful occupation, business or trade, and the Lessee covenants that it will not suffer or permit any unlawful occupation, business or trade to be carried on, upon or from the leased premises. Lessee covenants that it has inspected the leased premises and finds it to be in a safe and satisfactory condition. Lessee covenants that it shall reasonably, promptly and effectively observe and comply with all Federal, state, municipal, county or other governmental authority, laws, ordinances, regulations and rules applicable to the use and occupancy of or pertaining in any manner to the leased premises. Lessee covenants and agrees that it shall indemnify and hold Lessor harmless from the consequences resulting from the Lessee's violation of or failure to comply with or observe any such laws, ordinances, regulations, or rules. Notwithstanding the foregoing, Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Lessee agrees that any such contest shall be prosecuted to a final conclu-

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