

9. After the commencement of rental and during the term, Tenant shall pay all real property ad valorem taxes levied or assessed against the Premises and all improvements thereon prior to the date such taxes become delinquent. All such taxes for the first and last years of this lease shall be prorated between the parties as of the date of inception of rental and termination of the lease.

10. Tenant shall obey all applicable laws, government regulations and ordinances relating to the Premises that are enforced, and peacefully surrender possession to Landlord at the end of the initial term hereof, or at the end of the last extension or renewal of such term, if same is extended or renewed. A default by Tenant under this Section 10, shall not give Landlord the right to terminate the Lease unless: such default is also a default under a mortgage encumbering Landlord's interest in the Premises; or such default reduces the amount of rent payable to Landlord hereunder or impairs Tenant's ability to pay the rent due hereunder; or if such default affects, impairs or threatens Landlord's title to the Premises.

11. Landlord covenants and warrants that Landlord has good and marketable title in fee simple to the Premises free and clear of all liens, encumbrances and easements; has full power and authority to make this lease; that there are no deed restrictions or other legal requirements imposed upon Landlord which prevent or limit use of the Premises for Tenant's business; that water, sanitary and storm sewers, electric current, telephone facilities and natural or artificial gas are available at the Premises or, at a point in a public street adjacent thereto; and that Tenant shall have and enjoy full, quiet and peaceful possession of the Premises, their appurtenances and all rights and privileges incidental thereto during the term hereof and all extensions and renewals thereof.

12. Default in the performance of any material covenant, agreement, obligation or condition herein, or a material breach of any warranty or representation herein, voluntary institution of any insolvency proceedings or steps, as debtor or insolvent, whether such default, breach or institution be on the part of Tenant or Landlord, or involuntary

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