

3. Right to Remove Equipment and Fixtures on Termination. All equipment and fixtures, including shelving, placed in or on the said premises by the Lessee shall remain the property of Lessee, which shall have the right to remove the same at any time within ten (10) days after the termination of this lease, provided Lessee be not in default hereunder, and provided further, that Lessee shall repair, or reimburse Lessor for the cost of repairing, any and all damage resulting to the demised premises from the removal of such fixtures.

4. Signs. It is understood and agreed that no signs or other advertising devices will be placed or erected upon the roof of the building, and that the location, design and dimensions of any proposed signs or advertising devices to be erected by the Lessee must be approved by the Lessor or its duly authorized agent. If Lessee in erecting any signs or advertising devices on the demised building does damage the same in any manner whatsoever, the Lessee hereby agrees to repair the same. Upon the termination of the lease or any renewal thereof, Lessee agrees to remove all signs or advertising devices and further agrees to repair any and all damage resulting to the demised premises from the removal of such signs and advertising devices.

5. Maintenance and Repair of Building. Lessor covenants that it will, at its own expense, keep and maintain the exterior of the said building, including the roof and all plate glass, in good order and repair during said term; provided, however, that Lessor shall not be responsible for or required to make any repairs which may have been occasioned or necessitated by the negligence of Lessee, its agents or employees. Lessee covenants that it will, at its own expense, keep and maintain in good order and repair the entire interior of the said building, including all plumbing, reasonable wear and tear excepted, and Lessee further covenants that it will, at its own expense, repair any damage to the exterior of the said building occasioned or necessitated by the negligence of its agents and employees. Lessee will be responsible for the normal cleanliness of the parking area and walks, but Lessor will be responsible for necessary repairs to such parking area and walks.

6. Payment of Taxes, Assessments and Utilities. Lessor agrees that it will promptly pay, as and when the same become due and payable, all taxes, levies and assessments levied upon the demised premises prior to or during the continuance of this lease, and further agrees that in the event of its default therein Lessee may pay the same and deduct the amount thereof, together with any penalties and interest which may have been paid by Lessee, from the rents next accruing hereunder. Lessee covenants that it will pay for all water, gas, electricity, or other utilities used on the demised premises during the continuance of this lease.

7. Compliance with Building and Sanitary Codes. Lessor covenants that the leased premises and improvements thereon, will, upon completion, comply in every particular with all sanitary, labor, and building requirements of all laws or regulations applicable thereto.

8. Assigning or Subletting. Lessee shall not have the right to assign this lease or sublet the demised premises without first obtaining the written consent of the Lessor as to the terms and conditions of such assignment or subletting.

9. Termination for Default in Payment of Rent. It is further expressly understood and agreed that in the event there be any default in the payment of the rental hereinabove reserved or any breach by Lessee of any of the other covenants on the part of Lessee herein contained, then and in any such event it shall be lawful for Lessor to re-enter into and upon the said premises and thereupon this lease shall, at the option of Lessor, absolutely terminate. It is further covenanted and agreed between the parties hereto that any adjudication that Lessee is bankrupt or otherwise insolvent, shall be deemed to constitute a breach of this lease, and thereupon, ipso facto, and without entry or other action by Lessor, this lease shall become and be terminated. Should this lease be terminated by the Lessor in accordance with the provisions hereof, the Lessor shall be entitled to damages in an amount equal to the minimum rental for the remainder of the term hereof, less the fair rental value of the demised premises for such period.