

3. Waste, Governmental Regulations: The Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall in the use and occupancy of the premises conform to all laws, orders, regulations of the Federal, State and Municipal Governments and any departments thereof applicable to the premises.

4. The Lessee shall keep and maintain all and every part of said premises in good repair, including but not limited to heat, air conditioning, plumbing, carpet, replacement of light bulbs and/or tubes, parking area, windows, except for roof, exterior walls of the building and major repairs and/or replacement of parts of the heating, air conditioning and plumbing systems.

5. Utilities: The Lessee shall pay for all utilities.

6. Damage to Premises: In the event the premises or any part hereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use for a period of then this lease shall terminate at the option of the Lessee or the Lessor.

7. Default of Lessee: It is further understood and agreed that should any installment of rent be past due and unpaid for a period of thirty (30) days, or should the Lessee fail to perform any of the other terms of this Lease, then and in that event, the Lessor may at his option, after giving seven (7) days written notice, either: (1) declare the full rental price for the entire term due and payable and re-rent the same, deducting the rent collected from said venture from the amount due and owing by the Lessee; (2) terminate the said Lease, enter and take possession of the said premises, free of any claims or rights of the Lessee, his heirs or assigns. The failure of the Lessor to take advantage of any default of the terms herein shall not be considered a waiver thereof.

8. Access by Lessor: Lessor may show the premises to prospective Lessees during the four months prior to the termination of this Lease, during business hours upon reasonable notice to Lessee.