

terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such restoration shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

2. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, interior portions of the Premises, other building systems and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

b. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well lit and change light bulbs in the Common Area as necessary; (ii) perform the janitorial services for the Common Area; (iii) and maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time, at its own cost except that Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements necessitated by the willful misconduct of Tenant. Landlord shall remove all ashes, garbage, trash, excelsior, straw and all other refuse from the Common Areas of the Building, inside and out.

c. Tenant shall give Landlord prompt Notice if Tenant believes that there is a condition that requires maintenance, repair or replacement.

3. Tenant's Right to Make Repairs.

a. If Tenant gives Notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days or fails to diligently pursue such maintenance, repair or replacement, Tenant may give Landlord Notice of Tenant's intention to undertake such maintenance, repair or replacement. Upon receipt of such Notice, if Landlord fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days, then Tenant may proceed to undertake such maintenance, repair or replacement. Tenant may immediately commence repair without further Notice if Tenant's initial Notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property.

b. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant, and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

c. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises made to the Premises by the Tenant, shall not be construed as a waiver by the Tenant of Landlord's obligations under this Agreement.

d. Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises

4. Landlord's Entry for Inspection and Repairs. Tenant shall permit Landlord, its agents or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.