

- (d) to keep the temperature within the Premises at such levels as may be required by any federal, state or local laws, ordinances, or regulations;
- (e) not to burn or allow the burning of any trash of any kind in or about the Premises;
- (f) not to permit rubbish, refuse, or garbage to accumulate upon the Premises; and
- (g) not to permit any fire or health hazard to exist on or about the Premises.

12. UPKEEP AND REPAIR OF PREMISES: Tenant shall be responsible for the maintenance and repair of the roof, structural components of the building, and building systems, such as heating, cooling, plumbing, and electrical, all janitorial services involved with interior cleaning of the Premises and the regular replacement of air filters and light bulbs, and outside landscaping and mowing and for keeping all parking lots, driveways, and other exterior areas free of debris at all times. Tenant will repair at Tenant's own cost and expense and without reimbursement from Landlord any damage to or destruction of the Premises resulting from the negligent or intentional acts or misconduct of Tenant or its employees, agents, or invitees.

13. ASSIGNING AND ENCUMBERING LEASE; SUBLETTING PREMISES: Tenant shall not assign, mortgage, or encumber this Lease, in whole or in part, or sublet all or any part of the Premises. This prohibition against assigning or subletting shall include prohibition against any assignment or subletting by operation of law. If the Premises or any part thereof is ever occupied by anybody other than Tenant, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease.

14. DESTRUCTION OF PREMISES:

(a) If the Premises are totally destroyed by fire or other casualties, both Landlord and Tenant shall have the option of terminating this Lease, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if the Lease is so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

(b) If the Premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this Lease pursuant to paragraph (a) above or (c) below, then Landlord shall, at Landlord's sole cost and expense, restore the Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and completed without delay on the part of Landlord. In such case, all rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration, or repair, except that in the event the destruction or damage is so extensive as to make it unfeasible for Tenant to conduct Tenant's business in the Premises, the rent shall be completely abated until the Premises are restored by Landlord or until Tenant resumes use and occupancy of the Premises, whichever shall first occur. Landlord shall not be liable for any inconvenience or interruption of business of Tenant occasioned by fire or other casualty.