

caused while towing Tenant's or Tenant's employees automobiles, trucks or other vehicles from the parking area which are not designated for Tenant and/or employee parking by Landlord. Abandoned Vehicles: All vehicles parked on premises parking area for a period exceeding 72 consecutive hours shall be determined "abandoned", and will be towed and stored at the Owners/Tenant's expense. No portion of the parking areas, sidewalks or other common areas shall be used by Tenant for any purpose whatsoever, other than pedestrian and vehicular traffic and customer parking, without prior written consent of Landlord. Landlord reserves the right to determine from time to time how to use the parking, designated drive through areas, common area and to resolve any disputes in connection therewith. The Landlords decision shall be final. Landlord reserves the right, at any time during the term of this Lease, to expand, enlarge or modify the Retail Building and to use the common areas in connection therewith, provided Tenant's parking, access and use is not materially interfered with.

9. RUBBISH CONTROL: Tenant shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the building or the Leased Premises, except in an appropriate trash container provided by Landlord at Landlord's expense. Landlord shall pay for all charges for the removal of said trash, garbage, rubbish or waste material and for use in connection with the Leased Premises.

10. MAINTENANCE AND REPAIR: Landlord, after receipt of written notice from Tenant and having reasonable opportunity to procure necessary workmen, shall be responsible for the maintenance and repair of the roof and foundation, and exterior structure of the Premises. Landlord, at its sole cost and expense, shall promptly repair and at all times maintain in good condition the interior of the Leased Premises and all of its appurtenances and equipment, including, but not limited to, air conditioning, heating units, electrical installation, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior painting and all window glass and screens. Landlord shall promptly repair all broken or damaged glass, including window glass and plate glass, unless the damage has been caused by Tenant or Tenant's invitees.

11. ALTERATIONS: No structural changes, additions or substantial alterations shall be made by Tenant without the written consent of Landlord. Tenant shall have the right, at its own cost and expense, to place or install within the Leased Premises such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations in the Leased Premises which Tenant may find necessary and deem desirable, for all of which Landlord hereby consents. It is further covenanted and agreed that all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Tenant shall be and remain Tenant's personal property, regardless of the manner of their annexation, and shall be removed by Tenant at the termination of this Lease or any extension thereof. Any damage to the Premises caused by the removal thereof shall be repaired by Tenant at the sole cost and expense of Tenant which repair shall take place prior to the expiration of the term of the Lease.

12. INDEMNIFICATION OF LANDLORD. Tenant covenants and agrees to indemnify, defend and save Landlord harmless from any liability for injuries or damages to any person or property upon or about the Leased Premises, from any cause whatsoever except Landlord's negligence or intentional costs, and agrees to procure at its own cost and expense public liability insurance for the benefit of Landlord, Landlord's management