

non-usurious rate permitted by applicable law of such past due amounts until such past due amounts are paid in full. Such service charge shall be cumulative of any other remedies Landlord may have for nonpayment of Rent and other sums payable under this Lease. Such service charge is made to compensate Landlord for additional costs incurred by Landlord as a result of Tenant's failure to make a payment when due and is not payment for the extension of the due date of any payment.

- H. Taxes. If applicable, Tenant shall pay and be liable for all sales and use taxes and/or tangible personal property or other taxes (but not income taxes), if any, levied or imposed against the Landlord and relating to the Premises and/or levied or imposed against the Tenant's assets, Tenant's leasehold improvements, and created by any city, state, county or other governmental body having authority.

2. LANDLORD'S COVENANTS: the Landlord covenants and agrees as follows:

- A. Landlord has good title to the Premises and on the date of the execution hereof Landlord has full right and authority to lease the Premises for the Term specified herein.
- B. Subject to the terms and provisions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term provided.

3. TENANT'S COVENANTS: Tenant covenants and agrees as follows:

- A. Tenant shall pay Rent punctually as it shall become due without notice or demand by Landlord.
- B. Tenant has previously inspected the Premises, and Tenant hereby accepts the Premises in its present "AS-IS, WHERE IS" condition with all faults, upon the commencement of this Lease.
- C. Tenant will not allow, permit or suffer any noise, disturbance or nuisance whatsoever, nor allow any unhealthy, unsafe, unclean or untenable condition on the Premises which shall be detrimental to the Premises.
- D. Tenant shall comply with all applicable laws, ordinances, orders, rules and regulations of local, state or federal agencies or governmental bodies relating to the use, zoning, signage, condition or occupancy of the Premises.
- E. The Tenant may make alterations or changes in the Premises with the prior written consent of Landlord. Any leasehold improvements shall be completed by a licensed contractor and shall be the Tenant's responsibility and all expenses thereof shall be paid by Tenant. Tenant will provide Landlord with proof that all work done and all materials have been paid for in full and will warrant that no construction liens will be placed against the Premises.
- F. No signs, door plaques, advertisements, or notices shall be displayed, painted, altered or affixed by Tenant on the premises or any part of the development where the Premises are located or the parking facilities without the prior written consent of Landlord. The color, size, shape, character, style, design, material, illumination, and placement must be approved in writing in advance by the Landlord and shall be subject to any applicable governmental laws or regulations.
- G. Tenant agrees that all merchandise, boxes, furniture, equipment, displays, refuse and debris, etc., shall be kept in the Premises upon delivery and that Tenant will keep the