

Page 2.

alley of 100.4 feet on one side and 100.34 feet on the other side, together with all fixtures, including the vaults now contained in said building, but not including furniture. Title to said property on East Washington Street shall be retained by the Lessee until May 1, 1937, on which date good and sufficient deed conveying the same shall be executed and delivered by the Lessee to the Lessor. IN the meantime the Lessee shall pay all taxes accruing against said property but the Lessor shall be entitled to the use and occupancy of said property and shall be entitled to rent the same in whole or in parcels and to collect, receive and retain all rents therefrom. The Lessor in the meantime shall further have the right, with the approval of the Lessee, to make any changes or alterations in, or additions to, the building on said property, and in the meantime the Lessor shall be entitled to take such insurance as it may see fit on said building and fixtures, which insurance may be issued in the name of the Lessee, or in the names of the Lessor and the Lessee, but the premiums therefor shall be paid by the Lessor. In the event such insurance shall become payable by injury to or destruction of the building or fixtures, the proceeds of insurance, at the option of the Lessor, shall be applied to restoration of the building, or shall be deposited in a special trust fund in the bank of the Lessee, bearing interest at the rate regularly paid by the Lessee on its savings accounts and shall be so held until May 1, 1937, at which time such fund, with any accruals of interest thereon, shall be paid over to the Lessor.

Without the consent of the Lessee, the Lessor shall not rent the said premises on East Washington Street to any person or corporation for the purpose of conducting therein, prior to May 1st, 1937, a general banking business or accepting deposits or renting safe deposit boxes.

Upon delivery of the deed conveying said East Washington Street property on May 1st, 1937, the Lessor shall execute and deliver to the Lessee a note secured by a first mortgage on said East Washington Street property for the then unaccrued portion of the rental to be paid by conveyance of said East Washington Street property. The proportionate part of the rental payable by conveyance of said East Washington Street property shall be credited each month on the note and mortgage so given. In lieu of giving such note and mortgage the Lessor, at its option, may give to the Lessee other security satisfactory to the Lessee to protect the Lessee from loss on account of the anticipation of payment of rental involved in the conveyance of said East Washington Street property as hereinabove provided.

4. The Lessor agrees to furnish to the Lessee, without additional charge, heat, water, janitor service for cleaning and electric current for lights, fans and accounting machines, but not for electric signs on the outside of the building; to keep the outside windows and outside portions of said building in good condition and repair, and to wash the outside windows.

5. The Lessee shall have the privilege of placing bronze plate signs on the outside of the building and of erecting and maintaining an electric sign on the front of the building and another electric sign on the top of the building, provided, however, such signs shall comply with all requirements of law and municipal regulations, and shall be so designed and erected as to cause no substantial injury to said building and shall be subject to the reasonable approval of and regulation by the Lessor, and provided further that all electric current used in connection therewith shall be paid for by the Lessee.

6. In the event that the building shall be destroyed by fire or other casualty or the portion occupied by the Lessee so damaged as to be totally or partially unfit for occupation and use, then the rent herein reserved, or a fair and just proportion thereof, according to the nature and extent of the damage, shall abate and cease to be payable until said building shall have been repaired and made fit for occupation and use.

7. If any monthly instalment of rent shall be more than sixty (60) days in arrears, then and in such event, the Lessor may, at its option, either declare the full amount of the rent for the entire term immediately due and payable and proceed to collect the same by legal process, or may declare this lease terminated and take immediate possession of the premises, collecting the rent up to the redelivery of possession of said premises.

8. If the Lessor shall fail to perform and carry out the provisions and requirements of Article Four hereof, then the Lessee may proceed to itself obtain the services required to be furnished it as aforesaid by the Lessor and deduct from the monthly rental, payable in cash, the cost thereof.

9. The Lessee shall have the option of extending this lease for an additional term of ten (10) years, beginning May 1, 1942, and ending April 30, 1952, at a rental of Twelve Thousand, Five Hundred (\$12,500.00) Dollars per year, payable in equal monthly instalments, the rental for each calendar month during such term to be paid on the 10th day of the next succeeding month, provided notice of election to so extend this lease be given in writing by the Lessee to the Lessor on or before November 1, 1941.

10. This lease may be assigned, or the premises herein leased or any part thereof may be sub-let, but only subject to the reasonable approval by the Lessor of the assignee or sub-lessee.

In witness whereof, the Lessor and Lessee have caused this Agreement to be signed by their duly authorized officers and their official seals to be hereunto affixed the day and year first above written.