

THE LANDLORD AND TENANT FURTHER STIPULATE, COVENANT AND AGREE AS FOLLOWS:

USE OF PREMISES: That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease.

SUBLETTING AND ASSIGNING. That the Tenant may sell, transfer or assign this lease or any interest of Tenant hereunder or sublet the whole or any part of the leased premises, or sell, transfer, and assign any rights of Tenant hereunder to any person or corporation; but any sale, transfer, or assignment of this lease or of any interest hereunder or subletting shall not relieve the Tenant of its liability for the payment of the rent or of the performance of any covenant or other obligation imposed upon Tenant by this lease. Upon the sale, transfer or assignment of this lease or the subletting of all or any part of the leased premises, the sublessee or assignee shall become liable for the payment of the rent and the performance of any covenants or other obligations imposed upon Tenant by this lease. The Tenant shall have the right to erect and has erected certain buildings and improvements located partly upon the demised premises and in connection therewith it is contemplated that Tenant will finance such improvements and secure any loan with a mortgage encumbering these improvements and its leasehold estate. In the event any mortgagee shall acquire such leasehold estate, by foreclosure or otherwise, such mortgagee shall during the period of its ownership thereof become liable to the Landlord for the payment of the rent and the performance of any covenant or obligation imposed upon the Tenant under this lease; however, should such mortgagee subsequently transfer or assign its interest so acquired, then upon such transfer and assignment and upon the assumption of all obligations of the lease by such transferee or assignee, the mortgagee thereupon automatically shall be released from all further obligations hereunder.

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