

5. In accepting this lease, Lessee agrees that all buildings, structures, improvements, equipment, etc., are in good repair. Upon the termination of this lease, Lessee shall deliver up the premises and facilities to Lessor in as good condition as when received, normal wear and tear excepted. Any change, (damage) occurring to the premises or equipment through the negligence or fault of Lessee, his employees or invitees shall be repaired or the damaged items replaced at the expense of Lessee. Upon occurrence of any such damage, Lessee shall notify Lessor and Lessor shall determine whether it will proceed to have said damage repaired or replacement made at the expense of the Lessee or whether the Lessee shall have damage repaired or replacement made at his expense.

Status of Improvements & Repair

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6. ~~Lessee shall not be permitted to make any alterations, additions or improvements to the leased premises without the written consent of Lessor. Any such alterations, additions or improvements shall be made at the expense of Lessee and shall be removed by Lessee at the expiration of the term of this lease. Lessee shall be liable for all damage to the leased premises caused by the installation, use or removal of any such alterations, additions or improvements. Lessee shall make no additions to or changes in the leased premises without first obtaining the written consent of Lessor.~~

Additions & Alterations

7. Lessee will not carry on or permit upon the demised premises any offensive, noisy or dangerous trade, business, manufacture or occupation or any nuisance, or use the premises or allow the same to be used for any illegal or immoral purposes.

Restrictive Uses

8. Lessee covenants and agrees that it will indemnify, protect and hold harmless Lessor against and from all claims, demands, causes of action, damages, suits or costs whatsoever asserted by any person, firm or corporation whatsoever arising out of or in any way connected with the maintenance and operation of Lessee's business on the leased premises or the use or occupancy of said premises by Lessee, and that it will reimburse Lessor for all costs and expenses, including attorney's fees, which may be incurred by Lessor in connection with any such claim, demand, cause of action or suit.

Hold Harmless

9. In addition to the lien given by law, Lessor is hereby granted a lien on any property and equipment of Lessee, kept, used or situated upon the leased premises whether such property and equipment are exempt from execution or not, for the rentals and other obligations to be paid by Lessee under this lease and for the damage, if any, which may be sustained by Lessor on account of the breach by Lessee of any of the covenants, terms and provisions hereof.

Claims

10. If Lessee shall fail or refuse to pay the rentals or to comply with all its obligations at the time or times provided, or if Lessee shall fail to surrender possession of the leased premises and property, upon the termination of this lease, Lessor may without demand or notice, enter upon the leased premises and repossess the same and all property, fixtures and equipment thereon and expel Lessee and those claiming under him, as provided by law, and remove Lessee's property and effects without being guilty of trespass and without being subject to liability for damages and without prejudice for any other remedies at law or in equity then existing and in favor of Lessor. If Lessee shall remain in possession of the leased premises and property after the date of the expiration or termination of this lease and after notice from Lessor to surrender the premises, then Lessee shall be liable to pay as rental for said property, premises and equipment during such time a sum equal to four (4) times the rental hereinabove provided.

Default & Repossession

11. This lease shall not be assigned in whole or in part, and said premises or any part thereof shall not be sublet, nor shall any rights or privileges herein granted Lessee be sold, transferred, or assigned without the written consent of Lessor first obtained, and any such sale, transfer, or assignment, whether voluntary or involuntary, shall be void and terminate this lease at the option of Lessor, except that this lease may be assigned to any purchaser of the Regency Plaza building from lessees.

No Subletting or Assignment

12. During the period of this lease or any extension thereof, Lessee, its agents, employees and designees, reserves the right to go upon the premises for inspections, repairs and other appropriate purposes at any reasonable time.

Going upon the Premises

13. In regard to property taxes on the above mentioned property, it is understood that the Lessor will be obligated for the taxes based on the unimproved real estate taxes for the calendar year prior to the year in which this lease has been executed. Any increase over the "base year taxes" as described, will be the responsibility of the Lessee. This coverage will be handled by an annual invoice from the Lessor to the Lessee after the taxes have been paid, if any.

Taxes

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