

ASSIGNMENT AND SUB-LEASE BY LESSEE

10. Upon any assignment or subletting, the Lessee shall be responsible for performance of the lease throughout the term hereof and any renewal terms and Lessee shall provide Lessor written notice of assignment or sublease, other than rental of facilities in the ordinary course of business, and an executed copy of the instrument through which the assignment or sublease was accomplished.

DEFAULT BY LESSEE

11. Lessee shall be deemed in default under the terms of this lease only in the event of the occurrence of one of the following events:

(a) The nonpayment by Lessee to Lessor of any monthly installment of rent, or the nonpayment by Lessee of taxes, insurance premiums, assessments, special charges or other items for which Lessee is obligated under this lease, such nonpayment to continue for a period of at least ten (10) days; followed by the Lessee's failure to cure such default within a period of sixty (60) days after receipt of written notice from Lessor of such default and demand to cure same.

(b) Breach, default or noncompliance by Lessee with any covenant contained in this lease followed by notice from Lessor to Lessee and failure of Lessee to remedy or correct such breach or default within sixty (60) days after receipt of such notice, or failure to take or cause to be taken the necessary steps to remedy or correct such breach or default.

Any such default on the part of the Lessee shall not give rise to any right on the part of the Lessor to disturb continued use and occupancy of the premises as an office building with related parking or with any lawful use then being made thereof. Specifically, the Lessor's rights shall be deemed to be inferior to the rights of any tenants lawfully upon the premises or the holder of the first mortgage lien thereon. Lessor's remedies shall be solely against Lessees and/or their successors and assigns, provided, however, in the event of default and for so long as the same continues, Lessor shall become entitled to and owner of all rentals due from tenants to the extent required to make lease payments hereunder, except so much thereof as is due or assigned or necessary to amortize any permanent loan or necessary for taxes, insurance or maintenance.

SUBORDINATION CLAUSE

12. It is understood and agreed by and between the parties that the Lessee will obtain a mortgage loan for the purpose of securing funds with which to construct the buildings and improvements to be placed upon the demised premises. The Lessor agrees to subordinate the rights and interests of the Lessor in the fee simple ownership of the demised premises to the lien of a first mortgage to be obtained by the Lessee for the purpose of providing financing; provided, the amount of such mortgage shall not exceed the actual fair market value of improvements erected or to be erected on the leased land. In such event, Lessee and the demised premises shall