

in such event Lessor agrees that he will in good faith negotiate for an additional term for leasing said premises and does grant Lessee first refusal of any proposed lease plan. In no event shall Lessor lease the premises to any other person or entity on terms and conditions more favorable than those first proposed to Lessee.

4. The Lessee shall have the right to sublet the premises or assign this lease, or any part thereof, to any corporation which is a subsidiary of or affiliated with the Lessee without obtaining the permission or consent of the Lessor, and shall have the right to assign this lease or sublet the premises to any other person, firm, or corporation without first obtaining the consent of the Lessor; provided, however, if there is any default in the payment of the rent due hereunder, the Lessee in such event will assign to the Lessor any sublease made by it if the said default is not corrected within the time permitted by the terms of this lease. The Lessee shall remain liable for the payment of the rent due hereunder notwithstanding any assignment or sublease. Regardless of the provisions contained herein, any subletting of Lessee's premises shall be restricted to use for office purposes only.

5. Lessor intends to house other tenants in the improvements to be constructed on the premises and will not, without prior approval from Lessee, lease any of the improvements on the realty described hereinabove to any financial organization.

6. The Lessee shall have the right at the end of the lease term, or of any renewal or extension thereof, to remove from the leased premises any and all equipment and office fixtures placed in or upon said premises by the Lessee, provided the lessee shall repair any damage done to the leased premises by the removal thereof. ~~The right granted hereby to the Lessee shall include heating and air conditioning equipment installed by the Lessee.~~ *MLD*

7. The Lessee agrees hereby that all fixtures and other property of any nature, description and kind placed in, upon or about the leased premises by the Lessee, its agents, servants, employees, licensees and invitees, shall be at the sole risk of the Lessee.

8. The Lessee shall have the right to install a sign or signs on the exterior of the building located on the demised premises provided that such sign or signs so installed shall conform to the requirements of any regulations, ordinances or laws of any governmental body having jurisdiction of such sign, and, further, Lessee shall have to gain approval from Lessor for placing of said sign. It is the intention of Lessor to install a free-standing sign on the premises which shall contain the name of Lessee, and Lessee and Lessor agree that joint approval for said sign will be necessary, and that Lessee will pay a prorata share for the installation of said sign. It further being understood that the free-standing sign will contain the names of other tenants who shall occupy portions of the premises hereinabove described.

9. The Lessee shall pay all charges for water, electricity, gas and any other utility used on the demised premises by Lessee. All heating and air conditioning systems furnished by Lessor shall be adequate and sufficient to insure the comfort of Lessee's employees, invitees, and customers.

10. If the Lessee shall neglect to make any payment of rent when due or shall neglect to perform or shall violate any condition, restriction, covenant or agreement herein for ten days after the Lessor shall have given written notice thereof to the Lessee, then the Lessor may enter the premises and expel the Lessee therefrom without prejudice to any other remedy. Notice to quit or surrender possession and all other formalities connected with the

0580

4328 RV-2