

6. Lessee's Right to Terminate. It is hereby recognized that the Lessee is leasing the premises for the purpose of constructing and operating thereon a savings and loan office. It is therefore understood and agreed that the Lessee at its option may terminate this Lease Agreement if the following conditions are not satisfied:

- (a) The granting of consent by the Federal Home Loan Bank for the Lessee to construct and operate a savings and loan office on the premises.
- (b) The issuance of a building permit by the appropriate governmental authority for construction of the savings and loan office building on the premises.
- (c) The approval by the appropriate governmental authority of the Lessee's parking space requirements on the premises.
- (d) The granting of consent by the State Highway Department or other appropriate governmental authority for curb cuts on Greenacre Road and West Antrim Drive to provide ingress and egress in and out of the premises.
- (e) The release or subordination of any existing mortgage liens on the premises; or, in the alternative, the written agreement of any existing mortgagee recognizing the Lessee's rights under this Lease and providing that the Lessee's tenancy under this Lease shall not be disturbed so long as the rents are paid and the Lessee is not otherwise in default.

In the event the Lessee elects to terminate this Lease pursuant to this paragraph, it shall give 10 days written notice to the Lessor. If such notice of termination is given by the Lessee prior to January 1, 1978, any rents previously paid by the Lessee shall be refunded to the Lessee. If such notice of termination is given after January 1, 1978, all rents previously paid by the Lessee shall be retained by the Lessor and the