

1150-500

3. Lessor agrees to indemnify and save harmless Lessee from and indemnify it against all claims and suits for injury or damage to any person or property whatsoever, including death, which may arise in or result from the Lessee's use of the leased property, provided; however, that in no event will the Lessor indemnify and save harmless the Lessee from Lessee's negligence.

4. With prior written consent of the Lessor, *RFP Rmh*
 Lessor agrees that Lessee may assign this lease instrument and may sublet said premises, in either of which events Lessee shall continue to be liable to Lessor for the rent provided herein. Lessee has the unrestricted right and does not require Lessors approval to assign its interest in this lease or sublet the entire demise premises to any parent subsidiary or affiliate company of the Lessee or of the Lessee parent corporation.

5. Lessee agrees to maintain said premises in as good condition as when received, ordinary wear, tear, and deterioration and damage by the elements or unavoidable casualty excepted, and to pay Lessor said rent as herein specified.

6. Lessor covenants that said premises are suitable for the purposes leased, and hereby agrees to install interior walls as shown on the attached floor plans, install new carpet, repair and repaint all interior walls and replace ceiling tile as needed and to keep such premises in good and tenantable condition and to make at Lessor's own expense such repairs to any portion of said building as may be necessary to replace faulty construction or to replace all ordinary wear, tear, deterioration, to do such painting of the premises at three (3) year intervals as is necessary to maintain the building in reasonably good condition and appearance, and to make all changes and additions required by reason of any laws, ordinances, orders or regulations of any municipality, county, state or other public authorities, including the furnishing of required sanitary facilities; and that should Lessor fail to make any of such repairs, replacements, or changes within thirty (30) days after written notice from Lessee of the necessity thereof, Lessee may, at its option, make the same and deduct the cost thereof from the rent next or at any time thereafter accruing.

It is further agreed that in those emergency type situations, such as but not limited to, failure of air conditioning system, leaking roofs, broken windows or doors, etc., that do or can result in damage to Lessee's property, or cause loss of Lessee's employee productivity, that the Lessor will take immediate action to correct such situations upon being notified by either verbal or written means, and if within seventy-two (72)

PLEASE INITIAL
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