

in such building, improvements, and personalty, and the rent hereunder shall in no case be withheld or diminished on account of any defect in such property, any change in the condition thereof, any damage occurring thereto, or the existence with respect thereto of any violations of the laws or regulations of any governmental authority.

5. Tenant agrees that upon the request of Landlord it will subordinate this Lease to the lien of any present or future mortgage, deed of trust or similar security instrument upon the leased premises, irrespective of the time of execution or time of recording of any such mortgage or security instrument and agrees to execute, acknowledge and deliver all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination. Tenant also agrees that if it shall fail at any time to execute, acknowledge or deliver any such instrument requested by Landlord, Landlord may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney in fact of Tenant in Tenant's name; and Tenant hereby makes, constitutes and irrevocably appoints Landlord as its attorney in fact for that purpose. The word "mortgage" as used herein includes mortgages, deeds of trust, other similar security instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Notwithstanding any other provisions herein, tenant shall only be required to subordinate its leasehold interest to a mortgagee if the mortgagee agrees to enter into a reasonable non-disturbance and attornment agreement with Tenant.

6. In the event Landlord defaults in any of the terms, conditions or provisions of any such mortgage or other financing agreement (referred to in Paragraph 5 hereof) prior to the termination of this lease or any renewal thereof, and such default results in liability to Tenant or in damage or out-of-pocket expenses for Tenant, such as the cost of vacating said premises, then Landlord hereby agrees to hold Tenant harmless and indemnify Tenant from any and all such liabilities and/or out-of-pocket expenses directly attributable to the default of Landlord.

ARTICLE II TERM

1. The initial term of this lease shall be five (5) years, beginning on the commencement date (defined in paragraph 2 of this article) and ending at 12 o'clock noon on a date five (5) years thereafter, unless sooner terminated by the Landlord as herein provided.

2. The commencement date shall be the earlier of:

- (a) the 5th day immediately subsequent to the date of the issuance by the appropriate governmental authority of a certificate of occupancy for the entire building; or
- (b) the date on which the Tenant commences business at the premises.

(CONTINUED ON NEXT PAGE)