

USE AND OCCUPANCY

Lessee agrees to use the leased premises for the purpose of general office space

and for no other purpose, and Lessee agrees it will use the premises in compliance with all applicable laws, ordinances and regulations and in a manner that does not interfere with or infringe on the rights of the other tenants in the building.

REPAIRS

Lessors agree to make all necessary repairs to the roof, exterior walls, exterior windows and exterior doors of the building containing the leased premises. Lessors agree to be responsible for the maintenance of and repair of building equipment, such as elevators, plumbing, heating, air conditioning and similar equipment, so as to insure their proper operation during the term of the lease. Lessors agree to make all repairs to their own property made necessary by fire or casualty which is covered by the ordinary type of fire and extended coverage insurance. Lessors agree to make repairs, if necessary, to interior walls, floors and ceilings, resulting from any defects in construction.

Lessors shall not be held responsible, in the event a water leak or leaks should appear, for any damage to the fixtures or other personal property of the tenant caused by water.

Notwithstanding the above, Lessee agrees to pay for and be responsible for all repairs and maintenance of the type mentioned above which are made necessary due to negligence of the Lessee, or his agents.

All other repairs and replacements shall be made by Lessee at its own expense when necessary, and shall be made under the direction of Lessors with materials and workmanship comparable to the original installation.

LESSEE'S IMPROVEMENTS

Lessee may place partitions and fixtures (including light fixtures) in the leased premises and make improvements and other structural alterations in the interior thereof at its own expense. Such improvements or alterations installed or made by Lessee shall remain the property of the Lessee and in the case of destruction by fire or other cause, Lessee shall have the right to recover as its own loss the proceeds from any insurance that it has obtained on such improvements. Prior to commencing work on such partitions, fixtures, alterations or improvements, Lessee shall first obtain the written consent of Lessors. Lessors may require that said work be done by Lessors or under Lessors' direction but at the expense of Lessee, and Lessors may, as a condition to consenting to such work, require that Lessee give security that the premises will be repaired by Lessee or restored by Lessee to its former condition at the termination of the lease at Lessee's sole cost and expense.

Lessee agrees that at the termination of the lease, it will deliver up the premises to the Lessors in good condition, reasonable use and wear excepted.

FIRE OR CASUALTY

In the event the premises, or any part of the leasehold, is wholly or partially destroyed by fire or other unavoidable casualty rendering the building untenable for Lessee's purposes, Lessors may, at their option and without demand or notice, re-enter and repair the same. In the event the demised premises cannot be repaired or reconstructed within ninety (90) days, then at the option of the Lessee the lease shall cease and come to an end. However, if the premises are restorable within ninety (90) days, the lease shall remain in effect and Lessee shall continue to lease the premises after the Lessors have restored the same, rent in the interim being suspended. Lessors shall have the sole option to determine whether the damage to the premises shall be repaired. In the event Lessors decide not to repair or reconstruct the premises, the lease shall be cancelled. In the event conditions beyond the control of the Lessor result in a delay beyond the aforesaid 90-day period, then such period shall be automatically extended a reasonable time to allow the Lessor to comply with the provisions hereof.

Lessee agrees to comply with all the rules and regulations of the Board of Fire Underwriters and the rules and regulations of the City, County and State.

ASSIGNMENTS

Lessee agrees it will not assign or sublet in whole or part any portion of the leased premises without the prior written consent of Lessors, which consent Lessors agree will not be withheld unreasonably. Any Assignee or sub-lessee, however, must agree to abide by all of the terms of this lease. Consent to an assignment may be withheld by Lessors if the Assignee is not a tenant of a good and substantial character as Lessee, or if the Assignee's business to be conducted on the premises is of a type not satisfactory to Lessors. Consent to an assignment by Lessors shall not relieve the Lessee herein from any of its obligations assumed under this lease.

DAMAGE AND LOSS

Lessors shall not be responsible or liable for any loss, theft, damage, injury or death to any person or property on or about the leased premises.

Lessor shall not be held responsible for the carelessness or negligence of other building tenants.

EMINENT DOMAIN

In the event any portion of the leased premises is taken from Lessee under eminent domain proceedings, Lessee shall have no right, title or interest to any award made for such taking, except any award for fixtures and improvements installed by Lessee.

SUBORDINATION

The Lessee does hereby acknowledge and agree that this lease is and at all times shall be subordinate to and junior in rank to any lien or liens that the Lessor may now have outstanding on said demised premises or may hereafter place on said demised premises. Provided, further that the Lessee shall, upon request of the Lessor's Mortgagee, execute any agreement acknowledging and subordinating said lease to said mortgage.

USE OF COMMON FACILITIES

All elevators, stairways, halls and parking areas for the common use of all tenants of the building shall be open to reasonable use by Lessee and customers, clients and employees of Lessee. Use of the parking area as between tenants shall be generally in proportion to the building space leased to each tenant. Lessors are under no obligation to police the parking area, stairways, elevators or other areas for common use, and are in no way obligated to settle or arbitrate any differences between tenants as to the use of such common facilities.

Lessor will maintain a building directory and reserves the right to limit the number of listings of each tenant.

RIGHT TO ENTRY

Lessor shall have the right to enter, or to have his agent or employee enter, the premises at any time (a) to examine the premises, (b) to make alterations and repairs to the premises or to the building, (c) for any purpose which the Lessor deems necessary for the operation and maintenance of the building, or (d) to exhibit the premises to applicants for hire or prospective purchasers and that no such entry shall render the Lessor liable to any claim or cause of action for loss of or damage to property of the Lessee, by reason thereof, nor in any manner affect the obligations and covenants of this lease.