

SHERWOOD
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~~rental during the period beyond the initial ninety (90) days and prior to completion of construction, provided however, that the full monthly rental shall begin no later than the additional ninety (90) days.~~

The Lessee covenants and agrees that in the event of the abandonment or noncompletion of the building or other improvements undertaken by the Lessee, or in the event of his failure to complete and finish the same conformably to all the requirements of this indenture, then the Lessor shall have the option, but without any obligation to do so and without prejudice to any other rights in consequent of such default, to complete or finish such building, at the cost and expense of the Lessee, according to plans and specifications then being worked under, provided that the same shall be accessible to the Lessor.

Lessee warrants that he will save the Lessor harmless from all liability on account of payroll taxes, compensation insurance, necessary permits, and other expenses or claims of every character arising out of the construction of said building. It is further understood and agreed that Lessee will pay all bills of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character and will indemnify Lessor against all legal costs and charges, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said premises or any part thereof from any liens, claims of any third party, judgments or encumbrances caused or suffered by Lessee.

The Lessee herein shall not have authority to create any liens for labor or material on the Lessor's interest in the above described property, and all persons contracting with the Lessee for the erection, installation, alteration, or repair of the building, or other improvements on the above described premises, and all materialmen, contractors, mechanics, and laborers, are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above described property to secure payment of any bill for work done or material furnished during the term of this lease.

3. Use of Premises. Unless the written consent of the Lessor shall have first been obtained, the Lessee shall not use, or permit said premises, or any part thereof, to be used, for any purpose other than that for which the premises are hereby demised; nor shall Lessee commit, or suffer to be committed, any waste or nuisance upon the premises.

4. Maintenance, Repairs and Alterations of Building. Lessor shall not be responsible for any repairs or maintenance to the leased premises. Lessee agrees that he will at his own expense, keep and maintain the interior and exterior of the building, including all plumbing, heating and air conditioning equipment, in good order and repair during said term. Lessee also covenants that he will keep and maintain the remainder of the premises, including entrances, exits, parking areas and drainage facilities in good condition and repair. It is understood and agreed that the Lessee shall not make, or suffer to be made, any alterations or additions to the said building or premises unless he has first obtained the written consent of the Lessor.

5. Liability. Lessee covenants that he will save Lessor harmless against any loss or liability of any nature whatsoever that may be incurred in or about the demised premises during the term of this lease, it being understood that Lessee will have full control of the entire premises during the term of this lease.

6. Signs. Lessee shall have the right to place signs or other advertising devices on the building or the premises, provided that such signs comply in all respects with laws and municipal ordinances relating thereto. Upon the termination of this lease or any extension thereof, Lessee agrees to remove such signs or other devices and to repair any and all damage to the demised premises which may result from such removal.

7. Compliance with Building and Sanitary Codes. Lessee covenants that the leased premises and improvements thereon, will, upon completion, comply in every particular with all sanitary, labor, and building requirements of all laws or regulations applicable thereto.

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