

6. At Lessor's cost and expense, Lessor will effect the following repairs and/or alterations not later than 19... (If none, insert "None")

NOTE
EXC. 1140 PAGE 814

7. Lessee will

- 7.1 pay the rent and other charges payable hereunder promptly when due.
- 7.2 indemnify and hold Lessor harmless against all damages and liability arising up on the leased premises from accident or injury to any person or damage to property caused by Lessee, its agents, employees or business invitees.
- 7.3 abide and comply with all municipal or other governmental orders or regulations relating to the occupancy of the leased premises, provided that this shall not be interpreted to require Lessee to make any structural changes or alterations or major repairs by reason of such orders or regulations, any of which changes, alterations and repairs shall be and remain the responsibility of Lessor.
- 7.4 occupy and use the leased premises legally and for a business office for Lessee, Financing and other Consumer Services.
- 7.5 replace all plate or other window or door glass broken or damaged during the term hereof by reason of the negligence of Lessee, its employees, or business invitees.
- 7.6 permit Lessor to inspect and make repairs to the leased premises at all reasonable times during the term hereof or any renewals or extensions thereof.
- 7.7 surrender possession of the leased premises at the end of the term hereof or any renewals or extensions thereof in substantially as good condition as when received, ordinary wear and tear and damage by fire, casualty or the elements excepted.
- 7.8 permit Lessor to show the leased premises to prospective purchasers or tenants and to display "For Sale" signs upon the leased premises at any time during the term hereof, and to display "For Rent" signs during the final sixty (60) days of the term hereof or any extensions or renewals thereof.
- 7.9

8. Lessee will not

- 8.1 cause nor permit nor suffer to continue any nuisance upon the leased premises caused by any acts or omissions of Lessee, its agents or employees.
- 8.2 assign this Lease or sublet the leased premises or any part thereof without the prior written consent of Lessor, except to corporations affiliated or associated with Lessee.
- 8.3 make any alterations, improvements or additions to the leased premises without the prior written consent of Lessor, which consent shall not be withheld unreasonably.
- 8.4

9. Lessor will

- 9.1 assure Lessee, and does covenant hereby that, until default, Lessee shall have quiet possession of the leased premises.
- 9.2 not (i) engage in or (ii) rent any other space in the building in which the premises leased hereby are located to any party engaged in a business similar to or competitive with Lessee's business, without Lessee's written consent.
- 9.3 not withhold, unreasonably or for arbitrary reasons, Lessor's written consent to an assignment of this Lease or to a subletting of the leased premises or any part thereof.
- 9.4 permit Lessee to remove its trade fixtures, including all signs, from the leased premises at the end of the term hereof or any renewals or extensions thereof.
- 9.5 permit corporations affiliated or associated with Lessee, if any, to occupy the leased premises concurrently with or exclusively of Lessee. Any such occupancy shall not relieve Lessee from Lessor's liabilities hereunder.
- 9.6 provide, maintain and repair an Air Conditioning and Heating System capable of maintaining an inside temperature of 72 degrees Fahrenheit.
- 9.7 effect all necessary repairs to the premises during the term hereof at Lessor's expense unless the obligation to make such repairs has been undertaken specifically by Lessee hereunder, or in the necessity for such repairs be caused by negligence of Lessee's employees, agents or business invitees.
- 9.8 if the light fixtures in the leased premises are to be furnished by Lessor, light fixtures will be of a type and number to provide at least one hundred (100) candle power of light at desk height.
- 9.9 permit Lessee to erect an exterior electric sign or signs, according to specifications attached hereto as Exhibit C.
- 9.10 permit Lessee access to the leased premises twenty-four hours a day, seven days a week.
- 9.11 indemnify and hold Lessor harmless against all damages and liability arising from accident or injury to any person or damage to property caused by Lessee, its agents, or employees, or resulting from any defect in design, workmanship or material in the leased premises.

10. Lessor and Lessee mutually agree

- 10.1 that if the leased premises be destroyed by fire or other casualty, rendering the leased premises untenable, and if the leased premises cannot be or are not rest-ecol within a period of sixty (60) days following such fire or other casualty, either party may terminate this Lease upon written notice to the other party hereto. Any such termination shall be effective as of the date of occurrence of such fire or other casualty. If Lessee should elect then to be in default, Lessor will refund unto Lessee all rent or other charges paid in advance by Lessee for the period of time subsequent to such fire or other casualty.
- 10.2 that if the leased premises be damaged but not destroyed by fire or other casualty, rendering the leased premises partially untenable, Lessor shall repair and rest-ecol the leased premises promptly. Until the leased premises be fully repaired and rest-ecol, a pro-rata part of the rent reserved hereunder shall abate, based on the extent to which the leased premises have been rendered untenable.
- 10.3 in the event that any part of the premises demised hereunder less than the whole thereof shall be acquired, recondemned under the power of eminent domain for any public or quasi-public use or purpose, then this Lease may be terminated, effective as of the date of such taking by either party hereto, but if neither party elects to so terminate this Lease, then from and after the date on which Lessee shall have been deprived of possession of any part of the premises demised hereunder, the rentals thereafter payable hereunder shall be reduced in the proportion which the value of the part of the premises demised hereunder so taken bears to the value of the entire premises leased hereunder, provided, however, that should the term hereof not be terminated as it ceased, then Lessor, within a reasonable time after Lessee shall have been deprived of possession of any part of the premises demised hereunder, shall repair or rebuild the remaining portion of the demised premises for the occupancy of Lessee, and shall rest-ecol premises as far as possible to its condition prior to said taking. In the event that the whole of the premises demised hereunder shall be acquired, or condemned by right of eminent domain for any public or quasi-public use or purpose, then this Lease shall cease and terminate as of the date Lessee is deprived of possession of the leased premises. In the event of either partial or complete condemnation of the premises demised hereunder, Lessee shall refund to Lessor a pro-rata part of any and all prepaid rents or other charges that it has paid in advance on the premises.

0814

4325 RV-2