

5. CONSTRUCTION - USE. Tenant, at its sole expense, agrees to commence and complete within a reasonable time construction on the demised premises of a banking facility (the design, location, site plan, signs, and elevation of said facility to be subject to the written approval of Landlord, which approval will not be unreasonably withheld), and to operate said facility as a bank during the full term of said Lease, including any and all extensions and/or renewals thereof, unless said facility is sublet or said Lease is assigned in accordance with the terms of the next succeeding paragraph.

6. ASSIGNING AND SUBLETTING. Both parties agree that the Tenant may assign its interest in this Lease or sublet the whole or any part of the leased premises but only for use as a bank building without the consent of the Landlord, provided, that the Tenant shall continue to remain liable and responsible for the payments of rental and the due performance of all other terms, covenants, and conditions of this Lease which are to be performed by the Tenant.

7. TAXES. As a part of the consideration of this Lease, and in addition to the cash rental heretofore provided, the Tenant covenants and agrees to pay, before any fine, penalty or cost be added thereto for non-payment thereof, all real estate taxes on account of assessments against the demised premises for both land and improvements placed thereon, which are levied or assessed against such property and which become payable during the term hereof, when they shall respectively become due and payable. It is agreed that the Tenant shall pay only its pro rata share of real estate taxes and assessments on such land and improvements which become payable during the year in which the term of the within Lease ends, and provided further, that the Tenant shall not be chargeable with, nor obligated to pay, any income, inheritance, devolution, gift, franchise or estate tax which may at any time be levied or assessed against, or become a lien upon the demised premises or the rents payable hereunder, it being the intent hereof that Tenant shall be liable for the payment of only such taxes and assessments as are commonly known as real estate taxes or real estate assessments against the land and improvements placed upon said demised premises. Written evidence of the payment of said taxes and assessments shall be furnished by the Tenant to the Landlord upon Landlord's written request therefor. It is expressly understood and agreed, however, that if any assessments are assessed or levied against the said improvements during the term hereof and payment thereof is permitted or provided to be made in installments over a period of years, the Tenant shall be obligated to pay only those installments which are required to be paid during the term hereof.

If, however, the Tenant, in good faith, shall desire to contest the validity or amount of any tax, levy or assessment herein agreed to be paid by it, the Tenant shall notify the Landlord in writing of its intention to contest the same, and it shall not be required to pay, discharge or remove such tax, levy or assessment so long as it shall, in good faith, at its own expense, contest the same or the validity thereof by appropriate proceedings, in the name of the Landlord, if necessary, and pending any such proceedings, the Landlord shall not have the right to pay, remove or discharge any such tax, levy or assessment thereby contested, and such delay of the Tenant in paying the same until final determination of such disputed matter shall not be deemed a default in the conditions of this Lease, but if such delay exposes said property to sale for such nonpayment, the Landlord shall have the right, at Landlord's election, to pay any such tax, levy or assessment, and the Tenant shall immediately, after proof of such payment shall have been submitted to it by the Landlord, and upon demand therefor, pay to the Landlord the amount of any such payment so made by the Landlord.

Landlord further covenants and agrees that if there shall be any rebates on account of any tax, levy or assessment paid by the Tenant under the provisions of this Lease, such