

COVENANTS AND AGREEMENTS

1. Lessor warrants ownership of the fee simple title to the leased premises, or that Lessor has the right to execute this Lease.

2. Lessor warrants that the premises are suitable for the purposes for which leased, and that upon performance of Lessee's agreements under this Lease Lessor will maintain Lessee in quiet possession and enjoyment as against any claim of Lessor, his heirs, executors, administrators, successors or assigns, or any other person during the term of this Lease.

3. Lessor agrees to keep such premises in good and tenantable condition, and to make at Lessor's own expense such repairs to any portion of said premises as may be necessary to replace faulty construction, or to replace all ordinary wear, tear or deterioration.

Lessor further agrees to do at his own expense such painting of the exterior as is necessary to maintain the premises in reasonably good condition and appearance. Lessor further agrees to do painting, papering and tinting of the interior of the leased premises and all hallways and corridors associated with such premises at not less than three (3) year intervals upon request by Lessee. Lessee may paint, repaint, paper or repaper and redecorate the premises or any part thereof at its own expense if it so desires.

Lessor further agrees to make, at his own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, County, State or other public authority including the furnishing of required sanitary facilities and fire protection facilities, (except those fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the leased premises).

Should Lessor fail to make any of such repairs, replacements or changes, or to paint, paper or tint within 30 days after written notice from Lessee of the necessity therefor, Lessee may at its option make the same, and deduct the cost thereof from the rent next or at any time thereafter accruing, or Lessee may quit and surrender possession of the premises without further liability to Lessor hereunder.

Lessor agrees to maintain and keep in good repair at all times and to provide all repair and replacement parts for the lighting (including but not limited to bulbs and tubes), heating, air conditioning, plumbing, elevator and other mechanical and electrical systems in the leased premises, at Lessor's own expense. The day-to-day operation and routine starting and stopping of such heating and air conditioning facilities, however, may be performed by the Lessee. If upon notice, Lessor shall fail to immediately make necessary repairs to such systems, Lessee may make such repairs and charge the costs thereof against any subsequent rental payment.

4. Lessor shall pay all taxes, special assessments and public charges levied against the leased premises, payable during the term of this Lease. **Lessee agrees to pay as additional rental, during said renewal term 50% of any increase in real estate taxes on said property based on its pro rata share of occupancy.**

5. Lessee agrees to pay Lessor the rent as herein specified. If the rent hereunder shall remain due and unpaid for ten (10) days after written notice from Lessor to Lessee, Lessor shall have the right to re-enter said premises and to remove all persons therefrom.

6. Lessee agrees to maintain said premises in the same general condition as when received, ordinary wear, tear, deterioration, damage by the elements, or unavoidable casualty excepted. **(Attendant to the use described in Paragraph A hereinabove.)**

Lessee may make, from time to time, such interior changes, alterations, additions and improvements in, on, or to the said premises as will, in the judgment of Lessee, better adapt the same to the purposes of its business. All fixtures added and improvements made in, on, or to such premises by Lessee shall be at its own expense, unless otherwise specifically provided herein.

Upon termination of this Lease, Lessee shall deliver possession of the leased premises to Lessor in the same general condition as when received excepting, however, ordinary wear, tear and deterioration, damage by the elements, unavoidable casualty and such alterations, changes, additions or improvements to the premises as have been made from time to time during the term of the Lease.

7. Removable fixtures, appliances and furnishings shall remain the property of the Lessee, and at its own option may be removed therefrom at the expiration of the term or terms of this Lease. But Lessee may not be required to remove or to pay for removal of any fixtures or furnishings in said leased premises.

Failure of the Lessee hereunder to remove or to complete removal of its own fixtures, appliances or furnishings before the effective termination date of this Lease shall not affect Lessee's title or right to possession of such property, and its right to removal of such property within a reasonable time after termination of this Lease shall not, by such termination be abridged.

8. Lessee shall have the right to insure and keep insured at its own cost, its interest in said premises to the extent of the costs of any interior changes, additions, alterations or improvements made by it thereon, and its interest in its fixtures, furniture and appliances. Lessee has the further right to collect the amount of any such insurance in the event of damage to or destruction of said additions, alterations or improvements of the said furniture, fixtures and appliances, during the term of this Lease and for a reasonable time after termination and before complete removal, by any cause covered by such insurance. Such insurance may extend for a reasonable removal time after termination of this Lease.

9. Should said premises or any part thereof be destroyed by fire or otherwise rendered untenable, the rent payable hereunder shall abate from the date of such destruction or injury in the proportion that the premises so rendered untenable bears to the entire premises, and all advance payments of rents, if any, covering periods subsequent to the date of such destruction or injury, shall be promptly refunded to Lessee in the proportion aforesaid.

(Continued on next page)