

accordance with the provisions of this Lease so long as it shall perform all of its promises and covenants as herein provided. The Lessee does hereby agree that it will for itself (and if required by the mortgagees) and/or as Agent for all of the condominium unit owners of the Condominium, and for each of their spouses and for each owner of any other interest in the property of the Condominium, forthwith subordinate its and/or their respective interests in and to the leased premises and this Lease to any such mortgage or mortgages by an instrument of subordination or by joinder as mortgagor in such mortgage as the mortgagee may require, provided that by such joinder the Lessee and/or the individual unit owners for which it shall have acted as Agent shall not assume the obligations of the mortgagor.

2. Assignment. The Lessor may freely assign in whole or in part all or any of its right, title and interest in and to this Lease and the demised premises.

B. Lessee's Right to Assign and Encumber. Lessee shall have the right to assign Lessee's interest in and to this Lease providing the same shall be made only by an instrument of assignment duly signed by all parties in interest, witnessed, acknowledged, notarized and recorded of public record, and only if the Lease at the time of assignment is in good standing and there is no existing default on the part of the Lessee herein, provided, however, that such Assignee shall consent to and be bound by the several terms of this Lease, the Declaration of Condominium and all exhibits thereto, to the same degree and to the same extent as though such Assignee were the original Lessee hereunder. The Lessee shall not have the right to mortgage or otherwise encumber the right, title and interest in and to this Lease or the demised premises.

#### ARTICLE XVII.

##### MAINTENANCE AND REPAIRS.

The Lessee agrees and covenants that it will pay all expenses and charges in order to keep and maintain, and replace as necessary when worn out or obsolete, all structures, fixtures and improvements which may at any time be situated on said demised premises during the term of this Lease, and all appurtenances thereunto belonging or appertaining, including by way of illustration but not limitation, all landscaping, sidewalks, steps, the interior and exterior of all structures, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State, County and City governments or regulating bodies having jurisdiction thereof, and the statutes and the laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and will protect and indemnify forever, save and keep harmless the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observation of any provision, conditions, covenants and stipulations in this Lease contained or occasioned by or arising out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done, in or about or upon the said premises or due directly or indirectly