

## **BID REQUIREMENTS**

1. Minimum Bid that will be accepted is \$38,000.00.
2. Buyer's Premium (Auction fees and costs paid by successful bidder)
3. 30% of the minimum bid to be paid by successful bidder at time of auction.
4. Balance of funds including all costs and Buyer's Premium to be paid within 30 days of date of auction.
5. Successful bidder agrees to ensure that necessary repairs are made to the structure in a timely manner.
6. Successful bidder takes the property subject to the terms and conditions of the conditional agreement to withdraw between the Monon Center and the Borough (Copy of Agreement attached).
7. Contents of buildings are not included in sale.

**AMENDMENT TO MONON CENTER INC. SALES AGREEMENT WITH BOROUGH  
OF GREENSBORO FOR GREENSBORO SCHOOLHOUSE PROPERTY**

This mutually agreed Amendment to Sales Agreement between the undersigned parties concerning the real property identified as:

Tax Map 1201 Parcel No. 195; a copy of the deed describing said property is recorded at the Greene County Recorder of Deeds Office in DBV 599 Pgs. 783-786.

Effective on the date below, Seller and Buyer amend the Sales Agreement to allow Monon Center, Inc. to conditionally withdraw from the Sales Agreement under the following conditions:

1. Borough of Greensboro shall prepare and conduct a public auction of the subject property to include the log cabin that is located on the premises;
2. Successful public auction bidder shall meet or exceed all minimum requirements as imposed by Borough of Greensboro to participate in and close on the subject property within timeframe established for the public auction;
3. Monon Center, Inc. agrees that upon successful bid and closing by a public auction purchaser that a ten (10) month lease shall commence under the same terms and provisions of the current lease between the Parties for the subject property;
4. Monon Center, Inc. shall provide documentation of an insurance sufficient to cover all of historical collections and personalty located within the subject property;
5. Monon Center, Inc. shall provide successful public auction purchaser a written indemnification and hold harmless agreement regarding Monon Center, Inc. property located within the subject property and their activities on said property during the ten (10) month lease term;
6. Monon Center, Inc. shall inventory, catalogue and remove the historical collection and other personal property from the subject property to allow the successful public auction purchaser to conduct remediation, renovation and restoration of the building and grounds without having to phase construction; and
7. Both Parties shall use their best efforts to locate, procure and assist successful public auction purchaser that will undertake bona fide measures to preserve the historical significance of the subject property.
8. Borough of Greensboro and Monon Center, Inc. shall, within thirty days of the adoption of this amendment by both parties, conduct a joint walk-through of the premises and the log cabin located on the real property to enable the Borough of Greensboro to identify and inventory its personalty located in the schoolhouse building, on the real property or in the log cabin located on the real property. Items of personalty shall be removed by the Borough of Greensboro within ten days of the date of the walk-through. If there is a dispute as to ownership of an item of personalty between the parties to this agreement, the parties agree that the item shall be removed by the parties and placed in an agreed upon location for safekeeping until the parties have an opportunity to meet and discuss the matter or submit the matter to the Court for determination of ownership.

The other provisions of the Sales Agreement remain unchanged except as set forth above.

Effective this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_.

**BUYERS:**

By: Candace Kadel  
Secretary/Acting Treasurer  
Authorized Signator  
Monon Center, Inc.

**SELLERS:**

By: Harold P. Miller  
\_\_\_\_\_, Council President  
Borough of Greensboro Council

# LEASE

**THIS LEASE** is made and entered into between: the **BOROUGH COUNSEL OF GREENSBORO BOROUGH**, Greene County, Pennsylvania, referred to in this Lease as “Lessor,” and

**MONON CENTER, INC.**, a Pennsylvania domestic non-profit corporation, et al. having its registered office at 444 2<sup>nd</sup> Street, P. O. Box 411, Greensboro, PA 15338, Pennsylvania, referred to in this Lease as “Lessee.”

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Leaser leases to Lessee, and Lessee leases from Leaser, one room on the first floor and one half of the basement of the GREENSBORO PUBLIC SCHOOL BUILDING, Greensboro Borough, Greene County, Pennsylvania, referred to in this Lease as the Premises. The parties agree to revisit the terms of the lease as their needs may change. Until a room is prepared for Leaser’s office space and community room, the Lessee may use the second room on the first floor to catalog their collections.

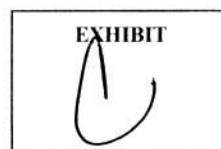
## ARTICLE 1. TERM

### Lease Term

1.01. The term of this Lease shall be one (1) year, commencing on January 1, 2010, and ending on December 31, 2010, unless sooner terminated or extended as provided in this Lease or by Court Order.

### Option to Extend Term

1.02. Lessee has the right to extend this Lease beyond the expiration date provided in Paragraph 1.01 on the following terms and conditions:



(a) Should Lessee fully perform all of the terms and conditions of this Lease, Lessee may extend the term of this Lease for a period of 1 year(s), with the extended term to begin on the day following the expiration date of the Lease term specified in Paragraph 1.01. However, if at the date of expiration of the original term, Lessee is in default beyond any grace period provided in this Lease in the performance of any of the terms or provisions of this Lease, the remaining option shall be null and void. All the terms, covenants, and provisions of the original Lease term shall apply to the extended Lease terms.

(b) Lessee may exercise each option to extend this lease by giving Leaser notice of its intention to do so not later than thirty (30) days prior to the expiration of the Lease term. To constitute effective notice of an intention to exercise an option under this Lease, the notice must be sent by certified or registered mail to Lessor at the address provided in Paragraph 15.02 of this Lease and must be postmarked no later than the latest date provided in this Paragraph for Lessee's exercise of the option.

**Holdover**

1.03. If Lessee holds over and continues in possession of the leased Premises after expiration of the term of this Lease or any extension of that term, other than as provided in Paragraph 1.02, Lessee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Lease.

**THIS SPACE LEFT BLANK INTENTIONALLY**

## **ARTICLE 2. RENT**

### **Basic Rent**

2.01. Lessee will pay to lesser the sum of \$1.00 per year, from the commencement of the term of this Lease and continuing throughout the original Lease term and any extension of said Lease term, in advance on the 1<sup>st</sup> day of each year.

## **ARTICLE 3. USE OF PREMISES**

### **Permitted Use**

3.01. Lessee will use the leased Premises only for storage and display of its collections and for social, instructional, and administrative purposes, unless Lessor shall give Lessee prior written consent for a different use.

### **Insurance Hazards**

3.02. Lessee shall not use the Premises or permit them to be used in any manner that will cause a cancelation of, or an increase in the existing rates for, fire, liability, or other insurance policies insuring the Premises or any improvements on the Premises, or insuring the Lessor for any liability in connection with ownership of the Premises.

### **Waste, Nuisance, or Illegal Uses**

3.03. Lessee shall not use the Premises or permit them to be used in any manner that results in waste of the Premises or constitutes nuisance. Lessee shall not use the Premises or permit them to be used for any illegal purpose. Lessee at its own expense will comply, and will cause its officers, employees, agents, and invites to comply, with all applicable laws and ordinances, and with all applicable rules and regulations of governmental agencies concerning the use of the Premises.

## **ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER**

### **Services by Lessor and Lessee**

4.01. Lessor shall furnish the leased Premises with the following services at Lessor's and Lessee's shared expense. Each party will pay one-half of the following:

- (a) Heating during the customary periods of the year.
- (b) Electric current service for lighting and ordinary business appliances.
- (c) Hot and cold water for kitchen and restrooms and sewer service for same, if applicable.
- (d) Municipal Waste collection, storage, and disposal, if applicable.

### **Repair and Maintenance by Lessee**

4.02. Lessee shall furnish the leased Premises with the following maintenance at Lessee's sole expense and Lessee shall pay all expenses incurred in the maintenance of Lessee's premises when due:

- (a) The usual janitorial and maintenance service including sweeping and waxing floors, removal of municipal waste, cleaning of windows, and replacement of light globes or fluorescent tubes in the standard lighting fixtures on the premise.
- (b) Maintenance of the structure of the building, including but not limited to the roof, exterior walls, (including windows), floors, and foundation.

### **Curtailement or Interruption of Service**

4.03. Lessor reserves the right to interrupt, curtail, or suspend the provision of any utility service to which Lessee may be entitled when necessary by reason of accident or emergency or for repairs, alterations, or improvements that Lessor deems necessary, or due to

difficulty in obtaining supplies or labor or non-payment of said services by Lessee or for any other cause beyond the reasonable control of Lessor. The work of such repairs, alterations, or improvements shall be made with reasonable diligence. Lessor shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility services to Lessee or for any limitation of supply resulting from governmental orders or directives. Lessee shall claim no diminution or abatement of rent, nor damages, by reason of such interruption, curtailment, or suspension, nor shall this Lease or any of Lessee's obligations be reduced or affected.

#### **Maintenance and Surrender by Lessee**

4.04. Lessee shall maintain the leased Premises throughout the Lease term and keep them free from waste or nuisance. At the termination of the Lease, Lessee shall deliver the Premises in as good a condition and a state of repair as they were in at the time Lessor delivered possession to Lessee with improvements, except for reasonable wear and tear and damage by fire, flood, or other casualty. In the event Lessee should neglect to reasonably maintain the leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs incurred for such repairs or corrections for which Lessee is responsible under this Paragraph shall be payable by Lessee to Lessor as additional rent on the next rent installment date.

### **ARTICLE 5. TAXES**

#### **Personal Property Taxes**

5.01. Lessee shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Lessee in or on the Premises. If any such taxes for which Lessee



is liable are levied or assessed against Lessor or Lessor's property, and if Lessor elects to pay them, or if the assessed value of Lessor's property is increased by inclusion of personal property, furniture, or fixtures placed by Lessee in the Premises, and Lessor elects to pay the taxes based on such increase, Lessee shall pay to Lessor on demand that part of the taxes for which Lessee is primarily liable under this Article.

**Real Property Taxes and Assessments**

5.02. Lessor shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the leased Premises during the term of this Lease, including any special assessments imposed on or against the Premises for the construction or improvements of public works. This section does not apply to sewer or water assessments.

**ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES**

6.01. Lessee shall not make any alterations, additions, or improvements to the leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

**Property of Lessor**

6.02. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. However, at the termination of this Lease, if Lessee so elects, Lessee shall promptly remove all alterations, additions, and improvements, and any other property placed in or on the premises by Lessee, and Lessee shall repair any damage caused by such removal. In addition, during this Lease, if required by its funding source, Lessee

may remove all alterations, additions, and improvements and any other property placed in or on premises by Lessee and Lessee shall replace items necessary to provide the permitted use.

### **Trade Fixtures**

6.03. Lessee has the right at all times to erect or install furniture and fixtures, provide that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove such items at the termination of this Lease, provided Lessee is not in default at that time and the fixtures can be removed without structural damage to the Premises. Prior to the termination of this Lease, Lessee must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor.

## **ARTICLE 7. DAMAGE OR DESTRUCTION**

### **Notice to Lessor**

7.01. If the leased Premises or any structures or improvements on the leased Premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

### **Destruction**

7.02. If the leased Premises are damaged by fire, flood, or other casualty not the fault of Lessee or any person in or about the leased Premises with the express or implied consent of Lessee, but to such an extent that rebuilding or repairs cannot reasonable be completed within ten (10) working days and at a cost to exceed \$10,000.00, this Lease shall be re-negotiated.

## **ARTICLE 8. CONDEMNATION**

### **Total Condemnation**

8.01. If the whole of the leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof, then this Lease shall terminate on the date when Lessee is required to yield possession. Rent shall abate and Lessee shall have no claim against Lessor or the condemning authority for the value of the unexpired term of this Lease.

### **Partial Condemnation**

8.02. If any part of the leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the leased Premises unsuitable for the business of the Lessee, then the term of this Lease shall cease and terminate as of the date on which possession of the leased Premises is required to be surrendered to the condemning authority. Lessee shall have no claim against Lessor or the condemning authority for the value of any unexpired portion of this Lease. In the event such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the business of Lessee, this Lease shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease.

### **Lessor's Damages**

8.03. In the event of any condemnation or taking, whether whole or partial, the Lessee shall not be entitled to any part of the award. Lessee hereby expressly waives any right or claim to any part of such amount and assigns to Lessor any such right or claim to which Lessee might become entitled.

### **Lessee's Damages**

8.04. Although all damages in the event of any condemnation are to belong to the Lessor, Lessee shall have the right, to the extent that it shall not diminish the Lessor's award, to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Lessee under the Eminent Domain code in Lessee's own right for or on account of, and limited solely to, any cost to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements, and equipment.

### **ARTICLE 9. INSPECTION BY LESSOR**

9.01. Lessor and its officers, agents, employees, and representatives shall have the right to enter the leased Premises at all reasonable hours, during normal business hours, for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary (but Lessor assumes no obligation to make repairs in the leased Premises except as expressly provided in this Lease). Lessee shall not be entitled to any abatement or reduction of rent by reason of the entry of Lessor or any of its officers, agents, representatives, or employees pursuant to this article, nor shall such entry be deemed an actual or constructive eviction.

### **ARTICLE 10. MECHANICS' LIENS**

10.01. Neither Lessor nor Lessee shall permit any mechanics' liens to be filed at any time against the leased Premises or any part of the Premises in connection with any work done by it or caused to be done by it. If any such lien should be filed, the party who has done or caused to be done the work for which the lien has been filed shall promptly cause it to be discharged of record by payment, deposit, bond, order of court, or otherwise.

## **ARTICLE 11. INSURANCE AND INDEMNITY**

### **Property Insurance**

11.01. Lessee agrees to carry all risk fire and extended coverage insurance on a repair and replacement basis on all improvements to the leased premises. Lessee also agrees to carry such all risk insurance on Lessee's fixtures, furnishings, wall covering, carpeting, drapes, equipment, and all other items or personal property of Lessee located on or within the leased Premises.

### **Liability Insurance**

11.02. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance covering Lessor as well as Lessee, for any liability for property damage or personal injury arising as a result of Lessee's occupation of the leased premises.

### **Remedy for Failure to Provide Insurance**

11.03. Lessee shall furnish Lessor with certificates of all insurance required by this article. If Lessee does not provide such certificates within thirty days of obtaining possession, or if Lessee allows any insurance required under this article to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this article. Lessor is entitled to reimbursement from Lessee for all amounts spent by it to procure and maintain such insurance.

### **Hold Harmless Clause**

11.04. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense of such claims and demands arising from the conduct or management of Lessee's business on the

leased Premises or its use of the leased Premises, or from any breach on the part of Lessee of any conditions of this Lease, or from any act or negligence of Lessee, its officers, agents, contractors, employees, sublessees, or invites in or about the leased Premises.

## **ARTICLE 12. ASSIGNMENT AND SUBLEASE**

### **Assignment and Subletting by Lessee**

12.01. Lessee shall not have the right to assign this Lease, sublet the leased Premises, or enter into a concession agreement, without the prior written approval of Lessor. Any assignment or subleasing or concession agreement shall not relieve Lessee from its liability under the terms and conditions of this Lease, and any assignee of Lessee shall be bound unconditionally by and perform all of the obligations of Lessee under this Lease.

### **Assignment and Sublease**

12.02. The Lessor retains the right to lease the areas excepted from this agreement, under rules and regulations established by the Lessor. The Lessor agrees to assure the use of these areas does not violate any regulations, if any, imposed on the Lessee in terms of the storage Lessee's collections. Lessor shall be responsible for any repairs and maintenance in said areas. Further, Lessor agrees that any use of these areas shall be properly supervised by individuals designated by the Lessor to reduce the occurrence of vandalism, improper use of other areas of the Premises, etc.

12.03. Lessee shall have the right to sublet the leased Premises or portions thereof to third parties using said leased Premises or portions thereof for social, recreational, or instructional purposes. The establishment of rules and regulations including rate or rent for subleasing and the basis of approval of the parties subleasing said premises, shall be the

responsibility of a two person committee. The Committee shall be made up by one representative of the Lessor and one representative of the Monon Center. The Lessor representative shall be the local contact person for those individuals wishing to sublease the premises. The Lessor representative will assure that the proposed sublease meets the established rules and regulations, will check the calendar to assure that the Premises are available for sublet on the desired day, and will present the request for sublet to the Committee. Failure of the Committee members to respond to a request within three (3) working days shall constitute approval.

Any third party using said leased premises or portion thereof for social, recreational, or instructional purposes, shall, at its own expense, provide and maintain in force during the term of the sublease, liability insurance covering third party, Lessor, as well as Lessee, for any liability for property damage or personal injury arising as a result of third party's occupation of the leased premises. Third party shall agree to indemnify and hold Lessor and Lessee harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense of such claims and demands arising from the conduct of third party's use of the leased premises, or from any breach on the part of the third party of any condition of the sublease, or from any act or negligence of third party, its officers, agents, contractors, employees, sublessees, or invites in or about the leased Premises.

No sublet will interfere with the scheduled activities of Greensboro Borough, especially daily between 8:30 a.m. and 5:30 p.m., and during the monthly agenda and business meetings.

Monies received from the sublease of said Premises shall be deposited in a fund by Lessee and used by Lessee to fulfill its obligation under this Lease to maintain the building.

**Assignment by Lessor**

12.04. Lessor is expressly given the right to assign any or all of its interest under the terms of this Lease.

**ARTICLE 13. DEFAULT**

**Lessee's Default**

13.01 Each of the following events shall be deemed to be events of default by Lessee under this Lease.

(a) Lessee fails to pay any installment of rent due under this Lease and the failure continues for a period of sixty (60) days. Notwithstanding the fact that Lessee cures arrearage in rent, such defaults will be deemed deliberate and not curable on the last occasion thereof.

(b) Lessee fails to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and does not cure the failure within thirty (30) days after written notice of the failure to Lessee.

(c) Lessee makes an assignment for the benefit of creditors.

(d) Lessee deserts or vacates any substantial portion of the Premises for a period of thirty (30) or more days.

**Remedies for Default**

13.02. On the occurrence of any event of default specified in Paragraph 13.01, Lessor shall have the option to pursue any one or more of the following remedies:

(a) Lessor may terminate this Lease after at least thirty (30) days' written notice, in which event Lessee shall immediately surrender the Premises to Lessor. Lessor may, without prejudice to any other remedy that it may have for possession or arrearage in rent, enter on and



take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass, and may relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term to a party satisfactory to Lessor at such rental as Lessor with reasonable diligence is able to secure. Lessee agrees to pay Lessor on demand the amount of all loss and damage that Lessor suffers by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(b) Lessor may enter on and take possession of the Premises, after at least thirty (30) days' written notice, and relet the Premises for the benefit of Lessee on such terms as Lessee deems advisable, and receive the rent for the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of such reletting.

(c) Lessor may enter on the Premises, without being liable for prosecution or any claim for damages for such entry, and do whatever Lessee is obligated to do under the terms of this Lease to correct the default. Lessee agrees to reimburse Lessor on demand for any expenses that Lessor may incur in effecting compliance with Lessee's obligations under this Lease in this manner, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention is given to Lessee. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this Lease for a previous default. The loss or damage that Lessor may suffer by reason of termination of this Lease, or the deficiency from any reletting as provided for above, shall include the expense of repossession.

### **Lessor's Default**

13.03. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessee may elect to do either one of the following:

(a) After not less than five (5) days' written notice to Lessor, Lessee may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All sums expended or obligations incurred by Lessee in connection with remedying the Lessor's default shall be paid by Lessor to Lessee on demand and, on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from rent subsequently becoming due under this Lease.

(b) Upon Lessor's default, Lessee may terminate this Lease on giving at least five (5) days' written notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the five (5) day period.

### **Cumulative Remedies**

13.04. Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this Lease.

**THIS SPACE LEFT BLANK INTENTIONALLY**

**Waiver of Default**

13.05. No waiver by either party of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the Lease. Forbearance by either party to enforce on or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default. Lessor's acceptance of rent following an event of default under this Lease shall not be construed as Lessee's waiver of the default.

**Surrender of Premises**

13.06. Nothing done by Lessor or its agents during the Lease term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless in writing and subscribed by Lessor.

**THIS SPACE LEFT BLANK INTENTIONALLY**

## **ARTICLE 14. MISCELLANEOUS**

### **Notice and Addresses**

14.01. All notices to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: Greensboro Borough  
P.O. Box 153  
Greensboro, PA 15338

Lessee Monon Center, Inc.  
444 2<sup>nd</sup> Street/ P. O. Box 411  
Greensboro, Pa 15338

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Paragraph.

### **Binding Successors and Assigns**

14.02. All rights and liabilities given to, or imposed on, the respective parties to this Lease shall extend to and bind the several respective successor and assigns of the parties when otherwise permitted by this Lease.

### **Reasonableness**

14.03. In all instances where Lessor's or Lessee's consent, permission, or approval is required, the same shall not be unreasonably refused, withheld, or delayed.