

forth such modifications) and the dates to which the fixed rent and additional rent and other charges have been paid, and either stating that to the knowledge of the signer of such certificate Lessor is not in default in the performance of any covenant, agreement or condition contained in this Lease, or specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Article may be relied upon by any mortgagee or by any prospective purchaser of the premises, or any part thereof, or any assignee of such mortgagee.

#### ARTICLE 26

##### Surrender

Upon the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly leave, yield up and surrender the premises to Lessor in the same condition in which the premises were originally received from Lessor hereunder, except as repaired, rebuilt, restored, altered, or added to as provided in or required by any provision of this Lease and except for ordinary wear and tear, but in any case, broom clean and free of occupants. Lessee shall remove from the premises on or prior to such expiration or earlier termination all property situated thereon which is not owned by Lessor or subject to the lien of the Mortgage, and at its sole cost and expense, shall, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Property not so removed shall become the property of Lessor, which may thereafter cause such property to be removed from the premises and disposed of, but the cost of any such removal and disposition as well as the cost of repairing any damage caused by such removal shall be borne by Lessee.

#### ARTICLE 27

##### Separability

Each and every covenant and agreement contained in this Lease shall be for all purposes construed to be a separate and independent covenant and agreement and the breach of any such covenant or agreement by Lessor shall not to any extent discharge or relieve Lessee from Lessee's obligation to perform each and every covenant and agreement of this Lease to be performed by Lessee. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

#### ARTICLE 28

##### Miscellaneous

Neither this Lease nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The captions in, and the table of contents preceding this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. This Lease and each and every covenant thereof shall inure to and be binding upon and shall be for the benefit of all the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the provisions of this Lease. Any counterpart hereof which shall be