

It is understood and agreed that during the term of the present mortgage on the leased premises made by LESSOR, the provisions of Article XIII are subordinate to such mortgage to the extent that any purchase of the leased premises by LESSEE shall be subject to said mortgage and the rights and interest of MORTGAGEE in the leased premises shall in no way be diminished or subordinated to such purchase and the interest thereby acquired by LESSEE.

It is further agreed that LESSEE's option of first refusal as provided in Article XIV shall not be exercised by LESSEE in the event of a foreclosure sale of LESSOR's interest in the leased premises; provided, however, that such option shall continue to be fully effective, enforceable and exercisable by LESSEE subsequent to such foreclosure sale and any purchaser of LESSOR's interest at such foreclosure sale shall take such interest subject to the options granted to LESSEE under Articles XIII and XIV of this lease and to all of the terms, provisions and conditions of this lease.

ARTICLE XVII  
Holding Over

No holding over after the termination of this lease shall be termed a renewal thereof, but shall be a tenancy from month to month, and such occupancy shall be subject to the same conditions and covenants (except for the term) as hereinabove set forth.

ARTICLE XVIII  
LESSEE's Personal Property

All personal property placed on the leased premises above described, or any part thereof, shall be at the risk of LESSEE or owner of such personal property, and LESSOR shall not be liable for any loss or damage to said personal property.

ARTICLE XIX  
Right of Inspection

LESSEE agrees that the said LESSOR, its agent and other representatives shall have the right, without abatement of rent, to enter into and upon such premises, or any part thereof, during reasonable business hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

ARTICLE XX  
Quiet Enjoyment

LESSOR represents and warrants unto LESSEE that it is the owner in fee simple of the real estate hereinbefore described, that it has the right to lease the same and all necessary authorization for execution hereof by the persons executing the lease has been taken, and LESSOR does hereby specifically warrant unto LESSEE the quiet, peaceful and uninterrupted possession of the leased premises throughout the primary term of this lease and of any extended term hereof.

ARTICLE XXI  
Invalidity of any Provision

If any term or provision of this lease, or the application thereof to any person or circumstances 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 enforceable to the extent permitted by law.

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