

991-304  
(3) That at all times Tenant shall have unobstructed and adequate means of ingress and egress to the Demised Premises from all abutting streets, roads and highways.

(c) If Landlord shall be in default under this Section 22 Tenant, in addition to any and all remedies it may have in law and/or equity, may terminate this lease upon written notice to the Landlord

SECTION 23. Defaults: (a) In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (1) The occurrence of any event set forth in Section 24 hereof, without the curing of same as therein provided; (2) Tenant's failure to pay any installment of basic rent or additional rent when the same shall be due and payable and the continuance of such failure for a period of ten (10) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure; (3) Tenant's failure to perform any of the other covenants, conditions, and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure, and provided Tenant shall not cure said failure as provided in paragraph (b) of this Section 23; or (4) A default by Tenant under the terms and provisions of any Mortgage together with the failure of Tenant to cure any such default in the manner and at the times provided for in such Mortgage; then, Landlord may, at its option, give to Tenant a notice of election to end the term of this lease upon a date specified in such notice, which date shall be not less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided. Simultaneously with the sending of the notice to Tenant, hereinabove provided for, Landlord shall send a copy of such notice to any sublessee(s) of the Demised Premises, or portions thereof that Tenant may select, in writing, from time to time. The curing of any default(s) within the above time limits by any of the aforesaid sublessee(s) or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder.

(b) In the event that Landlord gives notice of a default of such a nature that it cannot be cured within such sixty (60) day period then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by any cause specified in Section 30 hereof.

(c) Notwithstanding anything to the contrary contained in this Section 23, in the event that any default(s) of Tenant shall be cured in any manner hereinabove provided, such default(s) shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such default(s).

(d) Upon any termination of the term of this lease pursuant to paragraph (a) of this Section 23, or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Demised

RECEIVED

4328 MV-2