

43. Lessor's Remedies Cumulative, etc. Each right, power and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other such rights, powers or remedies.

44. Surrender of Leased Property. Lessee shall, upon any expiration or earlier termination of this Lease, peaceably vacate and surrender to Lessor the Leased Property in good order, condition and repair, except as permitted by sections 26 and 37.

45. Quiet Enjoyment. Lessee, upon paying the Basic Rent, the Percentage Rent and all additional rent and other charges provided for in this Lease and performing and complying with all the provisions of this Lease, shall lawfully and quietly hold, occupy and enjoy the Leased Property during the terms of this Lease without hindrance or molestation of Lessor, or others claiming through Lessor, subject, however, to the matters referred to in section 1 and subject to any Taking and to any acts of God or the public enemy or the armed forces of the United States.

46. Conveyance by Lessor. In case John Hancock Mutual Life Insurance Company, the original Lessor hereunder, or any successor owner of the Leased Property, shall convey or otherwise dispose of the Leased Property, all liabilities and obligations on the part of said Company or successor owner as Lessor under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner.

47. Certificate as to No Defaults, etc. Within 90 days after the end of each calendar year Lessee will furnish to Lessor a certificate signed by him to the effect that there exists no condition or event which constitutes an Event of Default or which, after notice or lapse of time or both, would constitute an Event of Default, or, if any such condition or event exists, specifying the nature and period of existence thereof and what action Lessee is taking or proposes to take with respect thereto.

48. Estoppel Certificate by Lessee. Lessee at any time or from time to time

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