

shall be upon the express condition that this lease shall be recognized by the mortgagee, and that the rights of Lessee shall remain in full force and effect during the term of this lease and any extension thereof, notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure thereof, so long as Lessee shall perform all of **its** covenants and conditions of this lease.

25. If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay reasonable attorneys fees at no time being less than fifteen (15%) per cent thereof.

26. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

27. No failure of lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with **its** obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

28. Time is of the essence of this agreement.

29. This agreement and all its terms and conditions shall be binding on the undersigned, their executors, administrators, heirs, successors or assigns, to the full and faithful performance of all provisions.

30. This lease contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force and effect.

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