

- (i) The leasehold Mortgagee shall be given notice of any arbitration proceedings by the parties hereto, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the leasehold Mortgagee shall not elect to intervene or become a party to such proceedings, the leasehold Mortgagee shall receive notice of, and a copy of any award or decision made in said arbitration proceedings; and
- (j) Landlord shall, upon request, execute, acknowledge and deliver to each leasehold Mortgagee, an agreement prepared at the sole cost and expense of Tenant, in form reasonably satisfactory to such leasehold Mortgagee, between Landlord, Tenant and leasehold Mortgagee, agreeing to all of the provisions of this Section. The term "Mortgage", whenever used herein, shall include deeds of trust if used in the locale of the Demised Premises.

Assign-  
ment  
and  
Sub-  
letting  
(Section 22  
of the Lease)

11 (a) Tenant may assign this Lease. Tenant may also license, sublease (in whole or in part or parts), mortgage or otherwise encumber this Lease (in whole or in part or parts) or any sublease of all or any part of the Demised Premises and may permit its subtenant or subtenants to assign, sublease (in whole or in part or parts), mortgage or otherwise encumber this Lease or any sublease of all or any part of the Demised Premises, without requiring Landlord's consent therefor. Tenant agrees to give Landlord a copy of any sublease agreement within sixty (60) days of the commencement date thereof, together with the name and address of the subtenant. In addition, Tenant agrees to give Landlord notice of any assignment of this Lease within sixty (60) days of the commencement date thereof, together with the name and address of the assignee. Following any such assignment, Tenant shall remain liable pursuant to the terms, covenants and conditions of this lease. Landlord agrees to simultaneously give Tenant a copy of any default notice or termination notice with respect to any default by any assignee of this Lease and to permit Tenant to cure such default within the time period set forth in this Lease. No default notice with respect to any assignee of this Lease shall be effective until a copy thereof is given to Tenant pursuant to the terms of this Lease. If Landlord shall terminate this Lease by reason of a default by any assignee of this Lease, Tenant shall have the option to enter into a new lease with Landlord upon all of the same terms, covenants and conditions of this Lease, as this Lease may have been amended to such date by agreement between Landlord and the Tenant named herein or with the consent of the Tenant named herein.

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