

Landlord further covenants and agrees, upon request of Tenant, to convey without compensation therefor, insubstantial perimeter portions of the Demised Premises for highway or roadway purposes, to the State in which the Demised Premises are situate or any other municipal or governmental body.

Waiver of
Distraint
(Section 40
of the Lease)

21. Landlord hereby expressly waives any and all rights granted by or under any present or future laws to levy or distraint for rent, in arrears, in advance or both, upon all goods, merchandise, equipment, fixtures, furniture and other personal property of Tenant or any nominee of Tenant in the Demised Premises, delivered or to be delivered thereto.

Out
Parcels
(Section 42
of the Lease)

22 Lessee shall have the right at any time and from time to time during the term of this Lease, as the same may be extended, to purchase, on an all-cash basis, any one or all of the parcels of land designated as "Out Parcels" on Exhibit A/ of the Lease. The purchase price for the Out Parcels shall be the sums set forth in Exhibit "E" annexed to the/and made a part thereof. The right to purchase the Out Parcels shall be exercised by notice ("Out Parcel Notice") sent by Lessee to Lessor. The Out Parcel Notice shall set forth the closing date for the conveyance of the Out Parcels, which closing date shall not be earlier than 60 days subsequent to the date of the Out Parcel Notice or later than 90 days subsequent to the date of the Out Parcel Notice. The Out Parcels shall be conveyed free and clear of all liens and encumbrances and any fee mortgage, except for such liens and encumbrances as shall exist as of the date of this Lease, but not including any fee mortgage, and any subsequent liens and encumbrances created by or through the acts of Lessee during the term of this lease. In connection with the purchase of any Out Parcel, Lessor shall agree to the creation of easements for ingress, egress, parking, utilities and such other easements as Lessee shall determine are to be created for the benefit of the Out Parcel being purchased and/or the balance of the Demised Premises, which easements shall inure to the benefit of and shall be binding upon the successors and assigns of the owner

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