- Notices, Demands and Other Instruments. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if (a) with respect to Lessee, sent by registered or certified mail, postage prepaid, addressed to Lessee at its address first above set forth, and (b) with respect to Lessor, sent by registered or certified mail, postage prepaid, addressed to Lessor at its address first above set forth. Lessor and Lessee shall each have the right from time to time to specify as its address for purposes of this Lease, including without limitation this paragraph 24, any other address in the United States of America upon giving 15 days' written notice thereof to the other party. A conformed copy of each such notice, demand, request, consent, approval or other instrument shall be similarly sent to the Trustee, at 736 Market Street, Chattanooga, Tennessee 37402, and at such other address from time to time specified in writing by the Trustee to Lessor and Lessee.
- 26. Estoppel Certificate. Lessee will, at any time and from time to time, upon not less than 10 days' prior request by Lessor, execute, acknowledge and deliver to Lessor a statement in writing, executed by the President or any Vice President of Lessee, certifying that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications) and the dates to which the Basic Rent, Additional Rent and other sums payable hereunder have been paid, and either stating that to the knowledge of the signer of such certificate no Event of Default or event which would upon the passage of time or the giving of notice, or both, be such an Event of Default exists hereunder or specifying each such default of which the signer may have knowledge, it being intended that any such statement by Lessee may be relied upon by the Trustee or by any prospective purchaser of the Leased Premises. Lessor and its authorized representatives may (but shall not be obligated to) enter the Leased Premises or any part thereof at such times and as often as Lessor may reasonably request for the purpose of inspecting the same.
- 27. No Merger. There shall be no merger of this Lease or of the leashold estate hereby created with the fee estate in the Leased Premises or any part thereof, as the case may be, by reason of the fact that the same person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such