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by the breach or default, including the right to declare the entire amount of rent that would accrue for the remainder of the term to be immediately due and payable.

If the Lessor shall fail to carry out any obligation on the Lessor's part in this lease contained, the Lessee may, after reasonable notice, or without notice if in the Lessee's judgment an emergency shall exist, perform such obligation at the expense of the Lessor.

If the Lessee shall make any payment or advance at the expense or for the account of the Lessor pursuant to any provisions of this lease, the Lessee shall be entitled to reimbursement thereof from the Lessor. The Lessee may apply such claim against any subsequent installment of rent and, if not reimbursed at the expiration of the term hereby granted to any extensions thereof, may remain in possession of the premises until completely reimbursed.

15. Notices. All notices to be given under this instrument shall be in writing and shall be given to the respective parties by mailing same postage prepaid, to the addresses listed on Schedule B attached hereto. Notice shall be deemed given on the date after mailing.

16. Zoning. In the event the applicable zoning in effect at the time of the execution hereof does not allow the use of the premises for shopping center purposes, Lessor binds herself, her heirs and assigns, to appear before the appropriate authority or agency, in the interest of Lessee and/or its prospective tenants and to make application for such zoning adjustment or rezoning as may be necessary in order that the premises may be used as intended herein.

Lessee at its expense shall apply for all other necessary consents approaches over any sidewalks and curbing, in connection with the construction and operation of Lessee's improvements.

In the event Lessee shall be unable to obtain any consent or permit essential to the commencement of the aforesaid construction and installation within fifteen (15) days from the time acceptable financing is obtained by the Lessee, the Lessee shall notify the Lessor and either party may terminate this lease and neither shall be liable to