

(d) Right to Terminate - (1) If Lessee shall default in the payment of any rent or other payments required of Lessee or any part thereof, and if such default shall continue for five (5) days after the payment shall be due, or (2) if Lessee shall default in the performance or observance of any other agreements or conditions on its part to be performed or observed, and if Lessee shall fail to cure said default within ten (10) days after notice of said default from Lessor, or (3) if any person shall levy upon, take, or attempt to take this leasehold interest or any part thereof upon execution, attachment, or other process of law, or (4) if Lessee shall make default with respect to any other lease between it and Lessor, or (5) if the premises shall be deserted, vacated, abandoned, or business operations shall not be conducted therein for a period of three or more days, or (6) if this lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than Lessee, or (7) if Lessee after Lessor's giving notice to Lessee that the demised premises are ready for occupancy by Lessee, then, in any of said cases (notwithstanding any license of any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance) Lessor lawfully may immediately, or at any time thereafter and without any further notice or demand, terminate this lease and Lessee will forthwith quit and surrender the demised premises, but Lessee shall remain liable as hereinafter provided.

*Right To Re-Enter.* 29. If this lease shall be terminated, as provided in this Section:

(1) The Lessor may immediately, or at any time thereafter, re-enter and resume possession of the demised premises and remove all persons and property therefrom either by summary dispossession proceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefore. No re-entry by the Lessor shall be deemed an acceptance of a surrender of this Lease.

*Right to Re-Let -* (2) The Lessor may relet the whole or any part of the demised premises for a period equal to, or greater, or less than the remainder of the then term of this lease, at such rental and upon such terms and concessions as the Lessor shall deem reasonable, to any lessee or lessees which it may deem suitable and satisfactory for any use and purpose which it may deem appropriate. In no event shall the Lessor be liable in any respect for failure to relet the demised premises or in the event of such reletting, for failure to collect the rent thereunder. Any sums received by the Lessor on a reletting in excess of the rent reserved in this lease shall belong to the Lessor.

*Entry for Carding, Etc.* 30. Lessor may card premises "For Sale" at any time and "For Rent" thirty (30) days before the termination of this lease. Lessor may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Lessor under the terms hereof, or to make repairs to Lessor's adjoining property, if any.

*Effect of Termination.* 31. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

*Offset Statement.* 32. Lessee agrees that at any time and from time to time within ten (10) days following written notice from Lessor it will execute, acknowledge and deliver to Lessor or any proposed mortgagee or purchaser, in recordable form a statement in writing certifying that this lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Lessee) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not the Lessor is in default in the performance of any covenant, agreement, or condition contained in this lease, and, if so, specifying each such default, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of any mortgage upon the fee of the demised premises.

The failure of the Lessee to execute, acknowledge and deliver to the Lessor a statement in accordance with the foregoing provisions of this section within the said ten (10) day period shall constitute an acknowledgement by the Lessee to any person entitled as aforesaid to rely thereupon that this lease is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute as to any person entitled as aforesaid to rely upon such statements a waiver of any defaults which may exist prior to the date of such notice.

*Attornment.* 33. At the option of the Lessor or any successor Lessor or the holder of any mortgage affecting the fee of the demised premises, Lessee agrees that neither the cancellation nor termination of any ground or underlying lease to which this lease is now or may hereafter become subject or subordinate, nor any foreclosure of a mortgage affecting the fee title of the demised premises, nor the institution of any suit, action, summary, or other proceeding by the Lessor herein or any successor Lessor, or any foreclosure proceeding brought by the holder of any such mortgage to recover possession of the leased property, shall be operation of law or otherwise result in the cancellation or termination of this lease or the obligations of the Lessee hereunder, and Lessee covenants and agrees to attorn to the Lessor or to any successor to the Lessor's interest in the demised premises, or to such holder of such mortgage or ground or underlying lease or to the purchaser of the mortgaged premises in foreclosure.

*Subordination (a)* This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises form a part and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that such mortgages shall provide that this lease may not be cut off by foreclosure so long as Lessee shall not be in default in the performance of any of Lessee's obligations hereunder. This clause shall be self-operative and no further instrument of subordination shall be required by mortgagee. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

*(b) Attorney-In-Fact -* The Lessee, upon request of any part in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 32 and 33 above as shall be requested by the Lessor. The Lessee hereby irrevocably appoints the Lessor as attorney-in-fact for the Lessee with full power and authority to execute and deliver in the name of the Lessee any such instruments or certificates. In fifteen (15) days after the date of a written request by Lessor to execute such instruments, the Lessee shall not have executed the same, the Lessor may, at its option, cancel this lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

*No Partnership.* 34. Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business or otherwise, or a member of a joint enterprise with Lessee. The provisions of this lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

*Holding Over.* 35. If the Lessee shall occupy said premises with the consent of the Lessor after the expiration of this lease and rent is accepted from said Lessee, such occupancy and payment shall be construed as an extension of this lease for the term of one (1) month only from the date of such expiration, and occupation thereafter shall operate to extend the term of this lease for but one (1) month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto. In such event, if either Lessor or Lessee desires to terminate said occupancy at the end of any month after the termination of this lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of the Lessee to give such notice shall obligate it to pay rent for an additional calendar month following the month in which the Lessee has vacated the demised premises. If such occupancy continues without the consent of the Lessor, Lessee shall pay to the Lessor as liquidated damages double the amount of rent at the highest rate specified in this lease for the time Lessee retains possession of the premises or any part thereof after termination of the term by lapse of time or otherwise.

4328 RV-2

2970

4328 RV-2