

Special Provisions (Cont'd)

Captions and Definitions

34. Marginal captions of this lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof. The necessary grammatical changes which shall be required to make the provisions of this lease apply (a) in the plural sense if there shall be more than one Landlord, and (b) to any Landlord which shall be either a corporation, an association, a partnership, or an individual, male or female, shall in all instances be assumed as though in each case fully expressed. Unless otherwise provided, upon the termination of this lease under any of the Articles hereof, the parties hereto shall be relieved of any further liability hereunder except as to acts, omissions or defaults occurring prior to such termination.

35. The conditions, covenants and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successor and assigns. All covenants and agreements of this lease shall run with the land.

36. The parties hereto have simultaneously with the execution and delivery of this lease executed and delivered a Memorandum of Lease which Landlord shall at its sole expense cause to be recorded within sixty (60) days following delivery of this lease and returned to Tenant by Landlord within sixty (60) days thereafter.

IN WITNESS WHEREOF, the parties hereto have executed these presents in triplicate and affixed their seal hereto as of the day and year first above written.

WITNESSES:

[Handwritten signatures of witnesses]

Ruth M. Porter
Linda C. Miracle

By Stanley G. Tate, Partner (SEAL)
Edward L. Denison, Partner (SEAL)
BANCROFT REALTY COMPANY
By John Sullivan, President
Attest Kent S. Hathaway, Secretary

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