

of this lease, and that it may enter upon said property at any time prior to, or within ten (10) days after the expiration of this lease, for the purpose of removing any of its property, equipment and fixtures located on said property.

26.

WARRANTY

LESSOR warrants that LESSOR is the owner of the real estate leased hereby in fee simple absolute and of all other property leased hereby in full ownership, and that the title to all property leased hereunder is, except as otherwise stated herein or in the aforesaid option instrument, clear and unencumbered.

27.

RECORDATION OF LEASE AND SHORT FORM EXHIBITS

It is contemplated by the parties hereto that this lease will be recorded in such places and in such manner as the applicable laws make necessary or appropriate. It is agreed that the parties hereto will, upon the request of either LESSOR or LESSEE, execute and exchange copies of this lease in a form suitable for recordation, that is, a complete copy of the lease contract to which will be attached only such of the exhibits attached hereto or only such portions thereof as is sufficient and necessary to insure to both LESSOR and LESSEE the full benefit of the applicable laws of recordation and it is further agreed that such recordation form of lease may be recorded in lieu of recording this lease and the exhibits attached hereto; provided, that as between the parties hereto, the terms of this lease shall control as to all matters omitted from said recordation form lease or as to all conflicts between this lease and the said recordation form lease.

28.

CONTROLLING INSTRUMENT, CONSTRUCTION AND INTERPRETATION

It is understood by the parties hereto that this lease contract is executed pursuant to that certain Option to Lease executed by LESSOR in favor of LESSEE on the 4th day of December, 1957 and the acceptance thereof by LESSEE dated December 5, 1957 and the contract constituted by said option and acceptance, and that this contract, as to the matters covered hereby, is intended to be the complete contract between the parties hereto and that as to matters covered hereby the aforesaid option, acceptance and the contract constituted thereby are superseded by this lease; provided that, as to any matters not covered by this lease instrument, the aforesaid option and acceptance

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