

doughnuts or doughnut products, except that sales of doughnuts at retail, if not manufactured on the premises, may be made in connection with the operation of supermarkets, restaurants, diners, luncheonettes and soda fountains. Lessee further agrees to set back all buildings on the demised premises at least fifty (50) feet in accordance with the restrictive covenants of record on said premises and to abide by all other restrictive covenants of record applicable to said premises.

ASSIGNMENT AND SUB-LETTING

8. Lessee may, without the consent of Lessor, assign this lease or its rights hereunder. In such event both the Lessee and the Assignee shall be jointly and severally liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by the Lessee. Lessee shall have the right to sublease the demised premises from time to time and at any time during the terms of this lease, and during such term of sublease both the Lessee and the Sub-Lessee shall be jointly and severally liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by the Lessee.

9. Such assignments, or subleases, made by the Lessee herein to set out specifically the terms of the joint and several liabilities of the Assignee or Sub-Lessee.

MORTGAGING OF LEASEHOLD ESTATE

10. In the event that Lessee shall mortgage its leasehold estate and the mortgagee or holders of the indebtedness secured by the leasehold mortgage shall notify the Lessor in the manner hereinafter provided for the giving of notice of the execution of such mortgage and name and place for service of notice upon such mortgagee or holder of indebtedness, then, and in such event, Lessor hereby agrees for the benefit of such mortgagees or holders of indebtedness from time to time:

- a. That Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee from time to time. Such notice shall be given in the manner and be subject to the provisions of paragraph 13 of this lease.
- b. Such mortgagee or holder of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election, option or privilege conferred upon Lessee by the terms of this Lease.
- c. That Lessor shall not terminate this lease or Lessee's right of possession for any default of Lessee if within a period of twenty (20) days after the expiration of the period of time within which Lessee might cure said default, is cured or caused to be cured by such mortgagee or holder of indebtedness, or if within a period of twenty (20) days after the expiration of the period of time with which Lessee might commence to eliminate the cause of such default, such mortgagee or holder of indebtedness commences to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch.
- d. That, except for the right to terminate contained in paragraph 2 of this lease, no right, privilege or option to cancel or terminate this lease available to Lessee shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.