

where the Properties are located, whereby all of the Properties shall be adequately insured against fire, explosion, and windstorm, and such other risks as now or later may be customarily insured against to protect property used, and corporations engaged, in businesses similar to that conducted on or in the Properties. Lessee shall be entitled to receive and appropriate to its own use the entire proceeds paid under any insurance policies referred to in this paragraph 8(B).

(C) Should any mechanics' or other similar liens at any time during the term of this Lease be contracted or caused or permitted by Lessee to be filed against any Property then subject hereto, Lessee will cause the same to be discharged of record or bonded with a surety company, in an amount satisfactory to Lessor, within forty days after actual notice is received by Lessee of the filing of the same.

(D) If Lessee shall at any time fail to pay any tax, assessment, imposition, or to cause to be taken out, paid for and maintained any of the insurance required herein, or shall fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then Lessor may (but shall not be obligated to), without notice to or demand upon Lessee and without waiving or releasing Lessee from any obligations of Lessee in this Lease contained, pay any such tax, assessment or imposition, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of Lessee to be made and performed as in this Lease provided. All sums so paid by Lessor and all necessary and incidental costs in connection with the performance of any such act by Lessor, together with interest at the rate of 6% per annum from the date of the making of such expenditure by Lessor, shall be deemed additional rental hereunder, and Lessee will pay the same to Lessor on demand as additional rental hereunder.

9. *Letting and Sub-letting.* Lessee is granted the right, during the term hereof, to let or sub-let the Properties or any part thereof; *provided* that no such act on the part of Lessee shall relieve Lessee of any of its obligations hereunder.

10. *Eminent Domain.* Lessor shall be entitled to receive the entire proceeds of any Property condemned by, or sold to, any government, governmental agency or corporation having power of eminent domain, and shall pay all costs and expenses incurred by Lessor and Lessee in connection with any such condemnation or sale. Lessee shall have the right and option to require Lessor to reinvest the net proceeds of any such condemnation or sale in other properties of a similar character and of at least equal value and located in such of the states listed in the second paragraph of this Lease as Lessee may choose, which properties shall thereupon become subject to this Lease. From time to time after the acquisition of any such properties Lessee and Lessor will execute, deliver and record or file such amendments to this Lease and other appropriate instruments as reasonably may be requested by either of them or by any Assignee in order further to assure Lessor's title to such properties and the subjection thereof to this Lease. Lessor shall have the right, with the consent of Lessee, to sell any property to any government, governmental agency or corporation having the power of eminent domain, whenever condemnation thereof is threatened. Lessor will prepare all deeds of conveyance and pay any taxes imposed on such conveyances. The rentals and other sums payable hereunder shall not be abated, deferred or diminished on account of any act, proceeding, sale or conveyance provided for in this paragraph, or on account of a failure or partial failure of title to any Property or Properties.

11. *Default Provisions and Termination.* If Lessee shall default in the payment of any installment of rental or other sum due hereunder when the same shall be due and payable; or if Lessee shall fail to perform any of the other covenants contained herein on its part to be performed and observed and such failure shall not be remedied within 25 days after receipt by Lessee of written notice thereof given by Lessor or any Assignee; or if Lessee shall make an assignment for the benefit of creditors or be adjudicated bankrupt, or if any trustee or receiver shall be appointed for Lessee or any substantial part of its assets and any such trustee or receiver shall not be discharged within 30