

certified by an independent public accountant acceptable to the mortgagee (or certified by the Lessee or the Treasurer of the Lessee (if a corporation), if and to the extent acceptable by the mortgagee), which statements shall include a balance sheet as of the end of such fiscal year and an income and profit and loss statement for such fiscal year.

All financial statements furnished to the mortgagee pursuant to this Section shall be prepared in accordance with generally accepted accounting principles.

Section 13. PLEDGE FOR RENT - The Lessee shall execute and deliver to the Lessor herein a complete assignment of all of its equity in any bowling equipment placed on the premises and at the request of the Lessor, the Lessee shall execute and deliver to the Lessor a chattel mortgage or other legal form of lien which shall adequately cause such an assignment of equity to be so assigned. It is the specific intent of the parties herein that the execution of this lease by both parties shall in fact cause such assignment to be a completed fact whether or not the Lessee is called upon in the future to execute any other documents for the same. The said assignment herein is intended as a form of security for the full compliance by the Lessee of the terms of this lease.

ARTICLE XXV - NO WAIVER

Section 1. No agreement to accept a surrender of the demised premises shall be valid unless in writing signed by Lessor. The delivery of keys to any employee of Lessor or of Lessor's agents shall not operate as a termination of the lease

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