

payments thereof made by Lessor), and, in the event of any failure by Lessee to pay any of the same, Lessor shall have all the rights and remedies provided for in this Lease or by law in the case of non-payment of the Basic Rent or the Percentage Rent. Lessee will also pay Lessor, on demand, as additional rent, interest at the rate of 7% per annum on all overdue installments of the Basic Rent and on all overdue Percentage Rent.

5. No Abatement, etc. Lessee will pay the Basic Rent, the Percentage Rent and the additional rent to Lessor without notice, demand (except as expressly provided herein), counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of or any Taking of the Leased Building or of the Property, or any part thereof; (b) any restriction or prevention of or interference of any use of the Property or any part thereof; (c) any title defect or encumbrance or any eviction from the Property or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Lessor, or any action taken with respect to this Lease by any trustee or receiver of Lessor, or by any court, in any such proceeding; (e) any claim which Lessee has or might have against Lessor; (f) any failure on the part of Lessor to perform or comply with any of the terms hereof or of any other agreement with Lessee, or any change, extension, waiver, indulgence or other action or omission in respect of any obligation or liability of Lessor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Lessee shall have notice or knowledge of any of the foregoing. Lessee waives all rights, now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Property or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of the Basic Rent, the Percentage Rent, the additional rent or any other sum payable by Lessee hereunder.

6. Use of Leased Property. Lessee will use the Leased Property for a garden apartment complex during the initial term of this Lease, and will not use the same for any other purpose without Lessor's prior written consent. Lessee will not permit any occupancy or use of any part of the Leased Property contrary to any Legal Requirement or Insurance Requirement, or permit any nuisance in, at or on the Leased Property, or any abandonment or waste of the Leased Property or any part thereof.

7. Lessee's Equipment. All Lessee's Equipment shall be the property of Lessee, provided that (a) upon the occurrence of any Event of Default, Lessor shall, to the

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