

Waiver

32. The failure of LESSOR or LESSEE to enforce against the other, any provision, covenant or condition hereof by reason of either of them committing any breach of, or default under, this lease, shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same covenant or condition on the occasion of any subsequent breach or default thereof; nor shall the failure of either party to exercise any option in this lease upon any occasion arising therefor, be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

*[Handwritten signature]*  
Subordination

~~This lease shall be and hereby is made subject and subordinate at all times to the lien of any mortgage, which may now or hereafter affect the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof, provided any such mortgage agrees in writing in recordable form for itself, its successors and assigns, that so long as LESSEE is not in default in the payment of rent or any of the other covenants or conditions of said lease the rights of LESSEE under said lease shall not be terminated, and the possession of LESSEE shall not be disturbed by any mortgage or by any proceedings on the debt which any such mortgage secures, or by any person, firm or corporation whose rights were acquired as a result of such proceedings or by virtue of a right of power contained in any such mortgage or the bond or note secured thereby and that any sale or foreclosure will be subject to said lease. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee.~~ See Article #4 Attached.

Rights of Successor

34. Each and every provision of this lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions.

Marginal Notes

35. The marginal notes as to the contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as a part of this lease or as a limitation of the scope of the particular paragraphs to which they refer.

Execution

36. This lease is not binding upon LESSEE until it is signed and sealed by a duly authorized official of LESSEE and delivered to LESSOR.

Entire Agreement

37. This lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year above written.

*[Handwritten signature]*  
ATTEST:  
*[Handwritten signature]*  
Asst. Secretary

BELL TOWER SHOPPING CENTER (L.S.)  
GREENVILLE, INC. (LESSOR) (Seal)

By *[Handwritten signature]*  
PRESIDENT

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (L.S.)  
(LESSEE)

ATTEST:  
*[Handwritten signature]*  
*[Handwritten signature]*

By *[Handwritten signature]*  
Authorized Official