

Peaceable
and Quiet
Possession
(Cont'd.)

covenants by it to be kept and performed as herein provided, shall have peaceable and quiet possession of said premises during the term hereof and any renewal thereof.

Special
Provisions

13. LESSOR covenants and agrees that he will not, during the term of this lease or any renewal thereof, lease or occupy, or permit to be leased or occupied, any portion of LESSOR'S premises of which the demised premises form a part, by any individual, firm or corporation for use in any business similar to that of LESSEE, and in the event that any such portion of LESSOR'S premises is at any time so occupied or used, then, at the option of LESSEE this lease and all obligations of the LESSEE thereunder shall cease and determine.

14. If LESSOR shall default in the payment of interest upon or principal of any mortgage or other lien encumbering said premises, then in priority to this lease, LESSEE may at its option pay the same and the amount so paid, with interest from the date of such payment, may be applied by LESSEE upon any rent theretofore or thereafter falling due hereunder.

If foreclosure of any such mortgage should be commenced resulting in the entry of a judgment of foreclosure and sale, LESSEE may procure any other lender to take the mortgage by assignment, or may itself take an assignment thereof, the LESSOR hereby constituting LESSEE as his attorney in fact for such purpose, and any reasonable amount of expense incurred by the LESSEE in so doing shall be paid by LESSOR to LESSEE on demand or may be applied by LESSEE upon any rent theretofore or thereafter falling due hereunder.

If pursuant to such judgment of foreclosure and sale, the demised premises shall be sold and the rights of the LESSEE in this lease shall be completely cut off and barred, then, in such event, the LESSEE shall be entitled to have and receive out of and from any surplus monies which may be realized upon such sale, the value of the leasehold estate hereby created.

(Continued on next page)