- (d) In consideration of \$1.00 and other valuable considerations to it in hand paid, receipt of which is hereby acknowledged, and upon the occurrence of either of the following events, whichever should first occur
- (1) The expiration of the term of this Lease Agreement and any extension or renewals thereof; or
- (2) The happening of an event of default under any of the provisions or covenants of this Lease Agreement, if same is not cured within the grace period allowed pursuant to Article 19 of this Lease Agreement and if, as a consequence thereof, said Lease Agreement is cancelled by the Lessor; Lessee does by these presents grant, bargain, sell and convey unto Lessor herein, its successors and assigns, all its right, title and interest in and to all buildings, fixtures, equipment, plants, signs, paving, lighting, heating, air conditioning, carpeting, partitions, plumbing material and any other apparatus, fixtures or improvements now or hereafter existing on, attached to or used in connection with the parcel of land hereinabove described in this Lease Agreement; it being the express intention of Lessor and Lessee that this conveyance of fee simple title of said improvements, fixtures and equipment to Lessor shall occur and vest at the moment of the conclusion of this Lease (whether by expiration of stated term, or earlier by cancellation or termination for default) and until the occurrence of the conclusion of this Lease, as aforesaid, title to improvements, buildings, equipment and fixtures located on said parcel of land shall remain in Lessee, who shall be entitled to receive all income, rents and profits arising therefrom (except as provided herein), shall have the right of possession thereto, and shall retain all rights and incidents of ownership therein.

The Lessee covenants that it shall and will do, make, execute and deliver all further acts, deeds and instruments necessary to vest good and marketable fee simple title to said improvements, fixtures and equipment in the Lessor, upon request of the Lessor that it do so, at the conclusion of this Lease Agreement as set forth above.

ARTICLE 28

Estoppel Certificates

(a) Lessor will, at any time, or from time to time, at the request of
Lessee, execute, acknowledge and deliver to Lessee a certificate by Lessor
certifying (i) whether or not this Lease is unmodified and in full force and effect
(or, if there have been modifications, the extent to which this Lease is in full
(CONTINUED ON NEXT PAGE)