

(h) Nothing herein contained shall require the leasehold Mortgagee(s) or its nominee(s) to cure any default of Tenant referred to in Section 23 hereof;

(i) Landlord agrees promptly after submission to execute, acknowledge and deliver any agreements modifying this lease requested by any leasehold Mortgagee(s), provided that such modification does not decrease Tenant's obligations or decrease Landlord's rights pursuant to this lease;

(j) The proceeds from any insurance policies or arising from a condemnation are to be held by any leasehold Mortgagee(s) and may be applied by said Mortgagee(s) to all or any part of the Mortgage Indebtedness, provided, however, that any amount thereof not so applied shall be distributed pursuant to the provisions of this lease;

(k) The leasehold Mortgagee(s) shall be given notice of any arbitration proceedings by the parties hereto, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the leasehold Mortgagee(s) shall not elect to intervene or become a party to such proceedings, the leasehold Mortgagee(s) shall receive notice of, and a copy of any award or decision made in said arbitration proceedings; and

(l) Landlord shall, upon request, execute, acknowledge and deliver to each leasehold Mortgagee(s), an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to such leasehold Mortgagee(s), between Landlord, Tenant and leasehold Mortgagee(s), agreeing to all of the provisions of this Section 21. The term "Mortgage", whenever used herein, shall include whatever security instruments are used in the locale of the Demised Premises, such as, without limitation, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code. The term "Mortgage" whenever used herein, shall also include any instruments required in connection with a sale-leaseback transaction.

SECTION 22. Quiet Enjoyment: (a) Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this lease, without hindrance or molestation by anyone.

(b) Landlord represents and warrants to Tenant that it has fee simple title to the Demised Premises and the power and authority to execute and deliver this lease and to carry out and perform all covenants to be performed by it hereunder. Landlord further represents and warrants to Tenant:

(1) That the Demised Premises is free from all encumbrances, liens, defects in title, violations of law, leases, tenancies easements, restrictions and agreements except for those specific exceptions to title as more particularly described in Exhibit "C" hereof;

(2) That at the time of the commencement of the term, sole and undisturbed physical possession of the entire Demised Premises will be delivered to Tenant free and clear of all liens, defects in title, encumbrances, restrictions, agreements, easements and tenancies except for those title exceptions as shown in Exhibit "C" hereof;

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