

## ARTICLE VII

## SUBORDINATION, ESTOPPEL CERTIFICATE AND ATTORNMENT

Tenant agrees that this lease shall be subordinate to any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the leased premises are a part, and to all advances made or hereafter to be made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be required by any mortgagee. However, the Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent hereof as shall be required by the Owner. Tenant hereby irrevocably appoints Owner as Attorney in Fact for the Tenant with full power and authority to execute and deliver, in the name of the Tenant, any such instrument or certificate. If, ten (10) days after the date of a written request by Owner to execute such instruments, Tenant shall not have executed the same, the Owner may at its option cancel this lease without incurring any liability on account thereof and the term hereby granted is expressly limited accordingly.

Within ten (10) days after request therefor by Owner, or in the event that upon any sale, assignment or hypothecation of the leased premises and/or the land thereunder by Owner and estoppel certificate shall be required from the Tenant, the Tenant agrees to deliver, in recordable form, an estoppel certificate to any proposed mortgagee or purchaser or to the owner certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereon or stating those claimed by the Tenant.

Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by the Owner covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

## ARTICLE VIII

## ASSIGNMENT AND SUB-LETTING

Tenant agrees not to sell, assign, mortgage, pledge or in any manner transfer this lease or any estate or interest thereunder and not to sublet the leased premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the previous written consent of the Landlord in each instance. The consent by Landlord to any assignment or sub-letting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sub-letting. This prohibition against assigning or sub-letting shall be construed to include an assignment or sub-letting by operation of law. If this lease be assigned or the leased premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, under-letting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as Tenant or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sub-lease, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease. The provision against sub-letting shall not prohibit the Tenant from granting concessions for the operation of one or more departments of the business which Tenant is permitted to conduct in or upon the leased premises provided, however, that (a) each such concession may be granted only upon receipt by Tenant of the written consent of the Owner and shall be subject to all the terms and provisions of this lease; (b) the gross receipts, as defined herein, from the operation of each such concession shall be deemed to be a part of the gross receipts of Tenant for the purpose of determining the additional rental payable to Owner; (c) all of the provisions hereof applying to the business of Tenant including the provisions concerning reports and audits shall apply to each concession; and (d) at least seventy-five percent (75%) of the sales floor area of the leased premises shall at all times be devoted to the business of and be operated by Tenant.

## ARTICLE IX

## SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Owner's written approval and consent. Tenant shall present to the Owner plans and specifications for such work at the time approval is sought.

Tenant shall not make any structural alterations in or additions to the leased premises. If structural alterations become necessary because of the application of laws or ordinances or of the directions, rules or regulations of any regulatory body to the business carried on by the Tenant or because of any act or default on the part of Tenant or because Tenant has overloaded any electrical or other facility, Tenant shall make such structural alterations at its own cost and expense after first obtaining Landlord's written approval of plans and specifications and furnishing such indemnification against liens, costs, damages and expenses as Landlord may reasonably require.

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the leased premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the leased premises without first obtaining Owner's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

Tenant further agrees not to use loudspeakers, phonographs, radios, televisions or other means of broadcasting in a manner to be heard outside the leased premises.

All additions, alterations and improvements made in or to the demised premises shall become the property of the landlord and be surrendered with the premises at the termination of this lease. Tenant shall have the right to remove or replace its movable trade fixtures, provided Tenant repairs any damage caused by such removal.

## ARTICLE X

## INSURANCE AND INDEMNITY

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, the sidewalks in front of the leased premises, and the business operated by Tenant and any subtenants of Tenant in the leased premises in which the limits of public liability shall be not less than \$100,000.00 per person and \$300,000.00 per accident and in which the property damage liability shall be not less than \$50,000.00. The policy shall name Owner, any person, firms or corporations designated by Owner, and