

torneys' fees and expenses) so incurred, together with interest at the rate of 6% per annum from the date of payment or incurring, shall constitute additional rent hereunder and shall be paid by Lessee to Lessor or such Assignee on demand.

23. *Assignments, Subleases, etc., by Lessee.* The interest of Lessee in this Lease may be assigned or otherwise transferred in whole but not in part by Lessee, and all or any part of the Leased Property may be sublet, *provided* that the assignee or transferee (other than a sublessee) shall execute and deliver to Lessor and any Assignee an instrument, satisfactory in substance and form to Lessor and such Assignee, assuming all the obligations of Lessee hereunder. No assignment, transfer or sublease, and no such instrument of assumption, shall affect or reduce any of the obligations of Lessee hereunder, but this Lease and all obligations of Lessee hereunder shall continue in full force and effect as the obligations of a principal and not as the obligations of a guarantor or surety. No extension of time for the payment of any amount hereunder, no waiver of any provision of this Lease or of any Default hereunder or other indulgence of any nature whatsoever extended in any manner by Lessor or any Assignee to any such assignee or transferee or sublessee with or without notice to or assent from Lessee shall relieve Lessee of any of its obligations under this Lease.

24. *Events of Default, Termination.* If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

(a) if default shall be made in the due and punctual payment of any Basic Rent or other amount payable to Lessor under Section 18 or 29, for more than 10 days after the same shall have become due and payable; or

(b) if default shall be made by Lessee in the due performance of or compliance with any of the terms hereof other than those referred to in the foregoing subdivision (a), and such default shall continue for 30 days after Lessor or any Assignee shall have given Lessee written notice of such default; or

(c) if Lessee shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief under the National Bank-