

Lessee is unable to secure an agreement by the mortgagee to include such a provision, then the Lessee agrees that it will give the Lessors written notice of any existing default in any such mortgage of which the Lessee has knowledge.

8. Agreement to hold harmless and indemnify: Notwithstanding anything herein contained to the contrary, the Lessee shall hold harmless and indemnify the Lessors and their heirs, successors and assigns from any loss or damage which they may sustain as a result of the subordination of their rights, title and interest in or to the leased premises to the lien of any mortgage pursuant to the provisions of Article 7 above.

9. Mortgage of leasehold interest: The Lessee shall have the right to mortgage this lease, and to assign, pledge or hypothecate it as security for any such mortgage; and the Lessors will accept performance by any leasehold mortgagee of any covenant, condition or agreement on the Lessee's part to be performed hereunder with the same force and effect as though performed by the Lessee. A leasehold mortgagee shall be entitled to become the owner of this lease by foreclosure, or by assignment in lieu of foreclosure, provided, however, that such leasehold mortgagee shall first have delivered to the Lessors an assumption agreement, executed in recordable form, wherein and whereby such leasehold mortgagee or its designee or nominee, assumes the performance of all the terms, covenants and conditions of this lease. Nothing contained in this Article shall be construed as releasing the Lessee from its liability under the terms of this lease.

10. Condemnation:

(a) Condemnation during the first five years of the term of this lease of any portion of the subject property lying north of a line which begins at the point of intersection of the southwestern right-of-way line of Buncombe Street with the western right-of-way line of North Laurens Street and running N. 68-12 W. to a point in the eastern right-of-way line of Richardson Street (as said Streets exist as of the date of execution of this lease), which property is designated in red on the attached diagram marked "Exhibit A", shall not effect a reduction in the rentals owed by the Lessee under the terms of this lease, but

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