

liabilities and obligations of Lessee hereunder. Lessee further covenants and agrees that during the Term of this Lease and so long as Lessor's Bond Indebtedness is outstanding, it will not be a party to any such merger, consolidation or transfer of its business and assets, if the corporation surviving or resulting from any such merger or consolidation or acquiring such business and assets would have, after giving effect to such merger, consolidation or acquisition of business and assets, a net worth, computed in accordance with generally accepted accounting principles less than the net worth of Lessee (computed as aforesaid) immediately prior to such merger, consolidation or transfer of business and assets.

Section 14.03. Collection of Rent from Others No Release of Lessee. If this Lease be assigned or transferred, or if the Leased Premises or any part thereof be sublet or occupied by anybody other than Lessee, the Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant, or similar occupant, and apply the net amount collected to the Basic Rent and any other amounts reserved hereunder, but no such assignment, transfer, subletting, occupancy or collection shall be deemed the acceptance of the assignee, transferee, subtenant or similar occupant as tenant, or a waiver or release of Lessee from the performance of the terms, covenants and conditions of this Lease to be performed by Lessee. Any violation of any provision of this Lease, whether by act or omission, by an assignee, transferee, subtenant, or similar occupant, shall be deemed a violation of such provision by Lessee, it being the intention of the parties hereto that Lessee shall assume and be liable to the Lessor for all and any acts and omissions of any and all assignees, transferees, subtenants and similar occupants.

#### ARTICLE XV

##### Performance of Lessee's Obligations by Lessor; Permitted Contests

Section 15.01. Performance of Lessee's Obligations by Lessor. If Lessee at any time shall fail to make any payment or perform any act on its part to be made or performed under this Lease, then subject to the provisions of Section 15.02, Lessor may (but shall not be obligated to), upon 30 days prior written notice to Lessee and without waiving or releasing Lessee from any obligations or default of Lessee hereunder, make any such payment or perform any such act for the account and at the expense of Lessee, and may enter upon the Leased Premises for the purpose and take all such action thereon as may be reasonably necessary therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor and all necessary and incidental costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with the performance of any such act by Lessor, together with interest at the rate of 8% per annum from the date of the making of such payment or the incurring of such costs and expenses by Lessor, shall be deemed additional rent hereunder and shall be payable by Lessee to Lessor on demand, and Lessee covenants to pay any such sum or sums with interest as aforesaid.