

hereunder and Lessor shall not be required to restore any part of the demised premises, or replace any machinery or equipment, if less than ten years remains on the term hereof at the time of such damage or destruction.

XII. SUBORDINATION

Lessee agrees to subordinate to each and every mortgage hereafter placed upon the demised premises described on Schedule A attached hereto and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that each such mortgagee furnishes Lessee with a Non-Disturbance Agreement reasonably satisfactory to Lessee's counsel.

XIII. MISCELLANEOUS PROVISIONS

A. Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable business hours (8:00 A.M.-4:00 P.M.) and at any time in the event of emergencies, but only after proper notice.

B. Neither Lessor nor Lessee shall be deemed to have waived any provision of this lease agreement, unless such waiver is in writing and signed by the party to be charged.

C. No amendment or modification of this lease agreement shall be binding unless in writing and executed and acknowledged by the parties hereto.

D. The agreements and other terms contained in this lease agreement, unless otherwise specifically stated herein, shall apply to, be binding on and inure to the benefit of the respective parties hereto, their successors and assigns, with the same force and effect as if specifically mentioned herein.

E. All notices required or necessary hereunder shall be in writing and shall be mailed postage and charges prepaid by certified or registered mail, return receipt requested; if to Lessee, to Bakery Realty, Inc. ^{OF GREENVILLE,} 200 Boylston Street, Chestnut Hill, Massachusetts, Attention: Mr. Gordon Boddy, President with a copy to Messrs. Slater, Goldman, Gillerman, Shack & Tutun, 89 State Street, Boston, Massachusetts 02109, Attn: