

1996

EXHIBIT A

AAA

LEASE

LEASE

THIS LEASE, made as of this 20th day of February 1996, by and between CityWide Development Corporation, an Ohio not-for-profit Corporation having its principal office at 8 N. Main Street Dayton, Ohio 45402 ("Lessor"), and Advanced Assembly Automation, Inc., an Ohio Corporation having its principal office at 313 Mound Street, Dayton, Ohio ("Lessee").

W I T N E S S E T H

1. GRANT OF LEASE. In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, Lessor does hereby demise and lease unto the Lessee, those certain premises, located at the corner of West Fifth Street and Mound Street, Dayton, Ohio 45404, being described as follows: (the "Premises"): a 147,900 square foot office and manufacturing facility (the "Building"). The Premises are more particularly described in Exhibit A attached hereto. 54,000 square feet of the Building ("Addition") shall be constructed in accordance with a certain construction contract between Lessor as Owner and Construction Managers of Ohio ("Contractor") dated February 22, 1996, (the "Construction Contract"). Lessee hereby approves of the Addition and specifications as provided for in the Construction Contract. The Premises, less the Addition shall be referred to herein as "Existing Premises".

2. PARKING AND ACCESS. Lessor also grants to Lessee, subject to similar rights which may from time to time be granted by Lessor to others, the right to use (a) such drives and approaches from Mound Street and Fifth Street to the Premises as are located on Lessor's property, for ingress and egress to the Premises, and (b) the parking areas designated by Lessor in locations adjacent to the Building; provided, however, Lessor shall make available to Lessee space for the parking of not less than 200 automobiles along the front, sides and rear of the Building.

3. TERM. The term of this Lease (the "Primary Term") shall commence on July 1, 1996 (the "Commencement Date") and shall continue thereafter for a full twenty (20) "Lease Years" as hereinafter defined, provided, however, if the Addition has not been fully completed by July 1, 1996 such that all or part of the Addition cannot be lawfully occupied, (meaning a certificate of occupancy or its equivalent has issued for such portion of the Addition) the Tenant's obligation to pay rent for the Premises at the respective rates set forth in paragraph 5 shall be prorated based on the actual amount of space in the Premises that is occupied or is able to be occupied. Lessor and Lessee hereby acknowledge and agree that that current lease between the parties with respect to the Existing Premises shall remain in full force and effect until the Commencement Date.

"Lease Year" shall mean each twelve (12) month period beginning on the first day of the Primary Term, and each anniversary thereof, provided the Commencement Date is on the first day of a month. If the Commencement Date is any day other than the first day of the month, then first "Lease Year" shall begin on the first day of the month following the month of the Commencement Date. Rent or any other matters provided in this Lease for which the Lease Year is a factor shall be adjusted and paid on a pro rata basis for any period during the Primary Term prior to the beginning of the first Lease Year. Rent so payable for any portion of the Primary Term prior to the beginning of the first Lease Year shall be paid by Lessee to Lessor on the Commencement Date.

4. OPTION TO RENEW. Provided this Lease is in full force and effect and Lessee is not in default in the performance of any of its covenants hereunder at the time of exercise, Lessee shall have the option to renew this Lease for two additional terms of five years each (the "Renewal Terms") at the rent per Lease Year specified in Paragraph 5 below, but otherwise under the same terms, conditions and provisions as established herein for the Primary Term, except for duration of term. Each option to renew shall be exercised, if at all, by Lessee giving written notice to Lessor at least six (6) months prior to the last day of the Primary Term, or the last day of the first option period whichever the case may be. The phrases, "the term of this lease", "term hereof" or any similar phrase as used in this Lease shall be deemed to include, where appropriate, the Renewal Terms as well as the Primary Term.

5. RENT AND SECURITY DEPOSIT.

(a) Basic Rent under this Lease (the "Basic Rent") shall be \$4.40 per square foot, subject to subparagraph (b) below.

(b) The Basic Rent, shall be increased by two (2) percent on January 1, 1997, over the Basic Rent paid in the preceding period; by two percent (2%) on January 1, 1998, over the Basic Rent paid in the preceding period; by one and three quarters percent (1.75%) on January 1, 1999 over the Basic Rent paid in the preceding period; by one and three quarters percent (1.75%) on January 1, 2000, over the Basic Rent paid in the preceding period; by one and three quarter percent (1.75%) on January 1, 2001, over the Basic Rent paid in the preceding period; and by one and one half percent (1.5%) on January 1, 2002, and by one and one half percent (1.5%) for every year thereafter including any option years. The following is a table that sets forth the annual and monthly Basic Rent payments due under the Lease. Additionally, if the cost to construct the Addition is less than \$2,478,817.00 then for every increment of \$100,000.00 that the construction cost is less than \$2,478.817.00 then the per square foot rate mentioned in subparagraph (a) above shall be reduced by

eight cents (.08) per square foot and the following table shall be revised accordingly.

<u>Starting</u>	<u>Months</u>	<u>S.O. Rate</u>	<u>Increase</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
07/01/96	6	4.40		325,380	54,230.00
01/01/97	12	4.49	2.00%	664,071	55,339.25
01/01/98	12	4.58	2.00%	677,382	56,448.50
01/01/99	12	4.66	1.75%	689,214	57,434.50
01/01/00	12	4.74	1.75%	701,046	58,420.50
01/01/01	12	4.82	1.75%	712,878	59,406.50
01/01/02	12	4.89	1.50%	723,231	60,269.25
01/01/03	12	4.96	1.50%	733,584	61,132.00
01/01/04	12	5.03	1.50%	743,937	61,994.75
01/01/05	12	5.11	1.50%	755,769	62,980.75
01/01/06	12	5.19	1.50%	767,601	63,966.75
01/01/07	12	5.27	1.50%	779,433	64,952.75
01/01/08	12	5.35	1.50%	791,265	65,938.75
01/01/09	12	5.43	1.50%	803,097	66,924.75
01/01/10	12	5.51	1.50%	814,929	67,910.75
01/01/11	12	5.59	1.50%	826,761	68,896.75
01/01/12	12	5.67	1.50%	838,593	69,882.75
01/01/13	12	5.76	1.50%	851,904	70,992.00
01/01/14	12	5.85	1.50%	865,215	72,101.25
01/01/15	12	5.94	1.50%	878,526	73,210.50
01/01/16	<u>6</u>	6.03	1.50%	445,919	74,319.75
	240				

(c) The rent for each Lease Year during the Primary Terms and Renewal Terms shall be paid in equal monthly installments in advance on the first day of each month during the term of the Lease. All rental payments shall be made at Lessor's office at the address set forth in paragraph 25 below, or at such other place as Lessor shall designate by written notice to Lessee.

(d) With the execution and delivery of this Lease by Lessee to Lessor, Lessee has paid Lessor \$20,736.00 plus \$33,494.00 for a total of \$54,230.00 to be held by Lessor as security for the prompt and faithful performance of Lessee's obligations hereunder, including the payment of rent as provided for herein or any other payment required to be made by Lessee hereunder and, in addition to any other remedies provided for herein or available to Lessor, Lessor may, at its option, apply the security deposit to discharge any obligation of Lessee or for payment of any costs incurred by Lessor by reason of any default of Lessee hereunder. At the expiration of the Primary Term or the Renewal Terms, if the same is exercised and becomes effective, and provided that Lessee has delivered and surrendered the Premises to Lessor in accordance with provisions Paragraph 22 hereof, Lessor shall pay to Lessee with interest thereon at 5% per annum, the balance of such security deposit which has not been previously applied in accordance with the foregoing

provisions.

6. USE OF THE PREMISES. Lessee will use and occupy the Premises for office and manufacturing purposes and no other purpose without prior written consent of the Lessor. Furthermore, Lessee agrees that its use and occupancy of the Premises shall at all times be in accordance with the provisions of paragraph 31 below.

In connection with its use and occupancy of the Premises, Lessee shall not:

(a) install, use, operate or maintain or permit the installation, use, maintenance or operation of any machinery or equipment or permit any other activity or conduct within the Premises which overloads the floors or any other structural portion of the Premises or the Building, or

(b) except as may be required pursuant to Paragraph 7 below, use any part of the roof of the Building for any purpose whatsoever, including without limitation, any use or purpose which will penetrate the roof or cause the same to be utilized as an anchor, the storage or any material or installation of any equipment or improvements or any use or purpose which damages the roof or creates any traffic or other activity thereon.

7. COMPLIANCE WITH LAWS.

(a) Lessee shall at its sole cost and expense comply with any and all present or future laws, ordinances, order, regulations and requirements of any governmental authority which are applicable to its use and occupancy of the Premises, and shall at its sole cost and expense make any repairs, modifications or additions thereto as may be required by any such law, ordinance, order, regulation or requirement, and further agrees to hold Lessor harmless from any cost, expense or liability for any fine, assessment, or penalty that may be imposed or assessed against Lessor or Lessee in connection with Lessee's non-compliance with any such law, ordinance, order or regulation.

(b) Without limiting the generality of the foregoing, Lessee shall at all times during the term of this Lease comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including but not limited to, those regulating the handling and disposal of waste materials. Further, during the term of this Lease, neither Lessee nor any agent or party acting at the direction or with the consent of Lessee shall treat, store, or dispose of any "hazardous substance" as defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or petroleum (including crude oil or any

fraction thereof) on or from the Property, in violation of "CERCLA".

(c) Lessee shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Lessor from any and all claims, orders, demands, causes of action, proceedings, judgements, or suits and all liabilities, losses, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of, (i) any "release" as defined in Section 101 (22) of CERCLA, by it of any "hazardous substance," as defined in Section 101 (14) of CERCLA, or petroleum, (including crude oil or any fraction thereof) or placed into, on or from the Property at any time after the date of this Lease; (ii) any contamination by it of the Property's soil of groundwater or damage to the environment and natural resources of the Property the result of actions occurring after the date of this Lease, whether arising under CERCLA or other statutes and regulations, or common law; and (iii) any toxic, explosive or otherwise dangerous materials or hazardous substance which have been buried beneath, concealed within or released on or from the Property by it after the date of this Lease.

8. UTILITY CHARGES. The Lessee shall obtain and pay all charges for all utilities, including without limitation, oil, gas, electricity, water, sewer, heat, light and telephone consumed or used in the Premises.

9. INSURANCE AND INDEMNIFICATION

(a) Lessee shall indemnify and save harmless Lessor from and against any and all claims, demands, actions, loss, damage judgment or liability, and all costs and expenses incurred in connection therewith, which are occasioned by, arise or result from any default in the performance of Lessee's obligations hereunder, or the negligent use and occupancy of the Building or Premises by the Lessee, its agents, employees or invitees.

(b) Lessee shall indemnify and save harmless Lessor from any demand, suit or claim by any person, firm or corporation for injury to persons or damage to property arising out of the negligent use and occupancy of the Premises and the Building by Lessee, its agents, employees and invitees, and for the further protection of Lessor will carry comprehensive general public liability insurance insuring Lessee and Lessor in a single limit to one or more persons arising out of any one accident or occurrence, and in an amount not less than \$1,000,000 for personal injury and \$1,000,000 for property damage arising out of one accident or occurrence. Lessee, at the request of Lessor, will furnish to Lessor a certificate of such insurance naming

Lessee, Lessor and any mortgagee of the Premises as insureds.

(c) Lessee shall pay for all policies of liability insurance kept in force on the Premises during each Lease Year. The Lessor shall keep in force policies of insurance to cover losses resulting from fire, wind or other natural perils to the Building and of losses of rents and Lessee shall, during the Term hereof, reimburse Lessor for the annual premiums for any such policy. Lessor shall receive quotes for such insurance and forward such quote or quotes to Lessee who may choose to accept such quote or obtain a quote for comparable insurance on its own. Lessee shall insure the contents, including, but not limited to, all equipment with respect to its liability insurance. Lessee shall deliver a certificate of such liability insurance naming Lessor as an additional insured.

(d) Lessee will not permit the Premises to be used for any purposes which would render any insurance thereon maintained by Lessor void or cause cancellation thereof.

(e) Lessee shall at its sole cost and expense provide for Workers Compensation coverage for all of its employees.

10. CONDITION, MAINTENANCE AND REPAIR ON PREMISES.

(a) Taking occupancy of all or any portion of the Addition by Lessee shall be conclusive evidence that except for latent defects and other defects not readily observable on a walk through of such portion of the Addition, and except for normal punch list items and the delivery and installation of long lead time items, Lessee accepts such portion of the Addition in the condition it is as of the date Lessee takes occupancy of such portion of the Addition, unless the parties shall have otherwise agreed in writing at such time.

(b) Lessee shall maintain and keep in good repair and condition and replace as necessary the interior and exterior of the Premises, including without limitation all interior and exterior doors, electrical, heating, plumbing, sprinkler system, air conditioning and other mechanical systems therein and shall replace all broken glass with glass of the same size and quality of that broken. Lessee shall be solely responsible for maintaining the landscaping, trash removal, snow removal, maintaining the parking areas and driveways and for payment of any solid waste disposal charge. Lessee covenants that it will not suffer, permit nor commit any waste or damage to the Premises, whatsoever, nor allow the accumulation of boxes, barrels, packages, or other trash and rubbish thereon or adjacent thereto.

(c) Except for damage to the Premises (interior or exterior) caused by the breach of Lessee's covenants hereunder or

the negligence or tortious acts of Lessee, its agents, employees, invitees, or contractors, all of which damage shall be repaired by Lessee, and subject to the provisions of Paragraph 12 hereof, Lessor shall maintain and keep in good repair and condition the roof and the structural portion of the Premises.

11. ENTRY BY LESSOR. Lessor shall have the right to enter the Premises from time to time in order to (i) inspect the same and to perform any maintenance, repairs and replacements to the Premises or the Building which it is required to make under the provisions of this Lease or which the Lessor may deem necessary or desirable and (ii) show the Premises to prospective purchasers and mortgagees and, during the last six (6) months of the term of this Lease, to prospective tenants; but this right of entry shall be exercised in such manner as not to unreasonably interfere with the Lessee's use and enjoyment of the Premises.

12. DAMAGE OR DESTRUCTION TO PREMISES. If, during the Primary Term or any Renewal Term of this Lease (i) the Premises are damaged by fire or other casualty of the type which may be covered by a standard policy of fire insurance with extended coverage endorsements as is customarily maintained on property similar to the Building, (ii) such casualty is not the result of the negligence or tortious acts of Lessee, its employees, agents, invitees or contractors, and (iii) such damage can be repaired within one hundred and eighty (180) days from the occurrence of the damage, then Lessor shall promptly repair and restore the Premises to the condition existing prior to the date of such casualty, and this Lease shall not be affected in any manner, except that during the period from the date of such damage until the repairs are completed, the rent and all other sums due hereunder shall be apportioned so the Lessee shall pay as rent an amount which bears the same ratio to the entire monthly rent as the portion of the Premises which Lessee is able to occupy without disturbance during such period bears to the area of the entire Premises. If any such damage to the Premises resulting from a casualty described in clauses (i) and (ii) above is such that Lessee is not significantly disturbed in its possession and enjoyment of the Premises, then Lessor shall repair the same promptly and in that case the rent shall not abate. If the Premises are damaged by fire or other casualty and are rendered unsuitable for occupancy in whole or in part and cannot be repaired within one hundred and eighty (180) days from the date of such casualty, then either Lessee or Lessor may terminate this Lease as of the date of such casualty by giving notice to the other in writing within ninety (90) days of such casualty. In the event of such termination Lessee shall pay the rent apportioned to the date of such casualty and shall thereupon surrender the Premises to Lessor who may enter upon and repossess the same and Lessee shall be relieved from any further liability hereunder. Promptly after completion of any repairs to the Premises made by Lessor pursuant to this Paragraph 12, Lessee shall promptly

repair, replace or restore any of its leasehold improvements which may have been damaged by such fire or other casualty. In the event of any damage to the Premises under circumstances such that Lessee or Lessor has the option to terminate this Lease as above provided, and such option is not exercised, then this Lease shall remain in full force and effect and subject to performance by Lessee of its obligations under Paragraph 10 (c) hereof, Lessor shall repair such damage and rent and all other sums due hereunder shall abate proportionately during the period until such repairs have been completed. If Lessor undertakes to repair and restore the Premises pursuant to paragraphs 12 or 13 hereof and fails to complete same within 180 days after the date of the casualty Lessee may terminate this Lease by written notice to Lessor within 30 days after the expiration of said 180 day period.

13. ACTION OF PUBLIC AUTHORITIES. In the event the entire Premises, or such part thereof as will make the Premises wholly unfit for the purposes herein leased, shall be acquired for public use or purpose by condemnation or negotiated purchase upon the threat thereof, then and in such event the term of this Lease shall cease and terminate as of the date title or possession of the Premises or portion thereof vests in the condemning authority, whichever is the earlier, and the Lessee shall have no claim for the value of any unexpired portion term of this Lease, nor shall Lessee be entitled to any portion of any amount that may be awarded as damages, or paid to Lessor as a result of such condemnation and/or taking, whether by award, judgement, settlement, or otherwise and Lessee hereby assigns all its interest therein to Lessor. The Lessee reserves such separate claims as it may have against the condemning authority for damages for loss of its trade fixtures and the cost of removal and relocation expenses provided that no such claim or the prosecution or recovery thereof shall reduce the award payable to Lessor. Provided, however, that in the event a portion of the Premises is thus taken, but the remaining portion is not wholly unfit for the purpose herein leased as reasonably determined by Lessee, Lessor shall retain all of any award for the taking and shall restore the remaining portion of the Premises to a condition such that they are fit for the purposes herein leased and an equitable adjustment shall be made in the Basic Rent.

14. IMPROVEMENTS BY LESSEE. Lessee shall have the right to make such alterations, additions or improvements within the Premises as may be required pursuant to paragraph 7 or as it shall consider necessary or desirable for the conduct of its business, provided that (i) all such work shall be done in a good and workmanlike manner and in accordance with all of the other provisions of this Lease; (ii) the structural integrity of the building shall not be impaired; (iii) Lessee shall submit to Lessor complete plans and specifications for any such alterations, additions or improvements to the Premises; (iv) Lessee shall first obtain Lessor's written consent to make such alterations,

additions, or improvements, including Lessor's approval of the plans and specifications therefor, which consent an approval shall not be unreasonably withheld or delayed; and (v) Lessee shall not permit any liens to attach to the Premises by reason thereof. Upon the termination of this Lease, such alterations, additions or improvements shall become the property of Lessor, or if Lessor requests, the same shall be removed without damage to the Premises, and Lessee shall restore the Premises to as near its original condition as possible, normal wear and tear excepted.

15. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied against the Premises on or before the due date of each installment of taxes which are due and payable against the Premises during the Primary Term and each Renewal Term.

16. SIGNS. Signs may be erected on the Premises with the prior written approval of the Lessor, which approval shall not be unreasonable withheld or delayed.

17. DEFAULT.

(a) If Lessee shall fail to pay the rent or any other amount required to be paid hereunder by Lessee to Lessor when the same becomes due and payable under the terms of this Lease, and such rent or other amount shall remain unpaid for a period of ten (10) days after written notice is given to Lessee by Lessor ; or if Lessee shall fail to perform any other duty or obligation imposed upon it by this Lease and such default shall continue for period of thirty (30) days after written notice thereof is given to Lessee by Lessor or such longer time as may be reasonably required to cure such default, or if the Lessee shall be declared insolvent or adjudged bankrupt, or shall make a general assignment for the benefit of its creditors; or if Lessee shall move the business outside the City of Dayton; or if a receiver of any property of Lessee in or upon the Premises be appointed in any action, suit or proceeding by or against Lessee or if any action or proceeding under the federal bankruptcy laws is filed by or against Lessee, and such appointment, suit, action or proceeding is not vacated, dismissed or annulled within sixty (60) days; or the interest of Lessee in the Premises shall be sold under execution or other legal process; then and in any such event Lessor shall have the right to enter upon the Premises and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease shall terminate, and Lessor may immediately recover from Lessee and Lessee shall be liable to Lessor for all rent due and unpaid up to the time of such re-entry and further, all additional sums to which Lessor may be entitled under applicable law; and, upon demand by Lessor or its successors, or assigns, Lessee shall surrender to them complete and peaceable possession of the Premises; and/or Lessor may, without waiving or postponing any other rights given it by law in such cases or provided for this Lease, relet said Premises or any part thereof on such terms

as it shall deem best and apply the proceeds less all expenses of reletting, to payment of past due rent and the rent due for the balance of the term hereof and hold Lessee liable for the difference. Such expenses of reletting shall include reasonable attorneys' fees actually paid in recovering and reletting the Premises and the cost of all repairs, additions and improvements necessary to prepare the Premises for such reletting and all brokerage commissions and fees paid with respect to any such reletting. The remedies provided herein shall not be deemed exclusive, and in addition thereto, in the event of Lessee's default hereunder Lessor shall have all other rights and remedies provided in law or equity.

(b) In addition to and without limiting any other remedy available to Lessor by reason of Lessee's default hereunder, in the event Lessee defaults in the performance of any its obligations hereunder pursuant to paragraph 17(a), Lessor may, at its option (but without any obligation so to do), do all things as it deems necessary and appropriate to cure such default, perform for Lessee any obligation which it is obligated to perform but has not performed, and expend such sums as may thereby be reasonably required; and all costs and expenses incurred by Lessor in connection therewith shall be due and payable to Lessor immediately upon demand for payment thereof, together with interest thereon at the highest legal rate from the date that such costs and expenses were incurred until the same are paid by Lessee.

18. ASSIGNMENT-SUBLETTING. Lessee shall not assign this Lease in whole or part or sublet the whole or any parts of the Premises, without obtaining Lessor's prior written consent, not to be unreasonably withheld, delayed or conditioned. In the event of such assignment or subletting, the Lessee shall continue to remain liable to the Lessor for the performance of all the terms and conditions of this Lease to be performed by Lessee, including but not limited to, the payment of rent; and any assignee or sublease must agree to be liable as well for the performance of all such obligations of the Lessee. Lessor hereby consents to the assignment of Lessee's interest in this Lease to Lessee's secured lenders as security for Lessee's obligations to such lenders, provided the terms and conditions of any such assignment are reasonably satisfactory to Lessor.

19. QUIET ENJOYMENT. Lessor covenants and warrants that it has the right and authority to make this Lease, and that, if Lessee shall pay the rent and perform all the agreements, covenants and conditions required by this Lease to be performed by it, subject to the provisions of Paragraph 20 hereby Lessee may freely, peaceable and quietly occupy and enjoy the Premises without molestation or hindrance, by Lessor or any person claiming under Lessor.

20. SUBORDINATION; NON DISTURBANCE; ATTORNMENT.

(a) This Lease and any extension hereof at all times shall be subject and subordinate to any and all encumbrances affecting the Premises hereafter given by Lessor or by any future owner of the Premises; and such encumbrances shall be superior to any rights now or hereafter vested in Lessee; provided, however, the provisions of any subsequent mortgage or deed of trust to the contrary notwithstanding, that as long as Lessee continues to pay the Basic Rent in this Lease reserved and otherwise performs and complies with the terms and provisions of this Lease, and no default exists hereunder (after giving effect to all applicable notice and cure provisions), the holder of any such encumbrance shall not have the right to evict, eject or institute a summary process action against Lessee from the Premises nor shall Lessee's leasehold estate be terminated or disturbed by such holder nor shall such holder name or join Lessee as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of such mortgage or in the event of any sale of the Premises, to the end that this Lease and the possession of the Premises by Lessee hereunder shall not be disturbed or affected by reason of any such foreclosure or sale. It shall be a condition to the commencement of Lessee's obligations under this Lease that Lessor obtain an express agreement in recordable form executed by the holder of record of any encumbrance currently existing on the Premises recognizing and consenting to the foregoing "non-disturbance" provisions and agreeing to be bound thereby, notwithstanding any prior recordation of any mortgage or deed of trust or any inconsistent provisions thereof. In addition, Lessor shall use its reasonable efforts to obtain and deliver to Lessee on demand an express agreement in recordable form executed by the holder of record of any encumbrance hereafter placed on the Premises recognizing and consenting to the foregoing "non-disturbance" provision and agreeing to be bound thereby, notwithstanding any prior recordation of such mortgage or any inconsistent provisions thereof. Lessee further agrees that it will execute and deliver to Lessor any subordination agreement consonant with the prior provisions of this paragraph 20, required by any bona fide mortgagee of the Lessor.

(a) In the event of a default by Lessor under any such mortgage or encumbrance, or any foreclosure, sales or other event causing Lessor's ownership of the Premises to terminate (i) Lessee shall attorn to the new owner and shall recognize the new owner as Lessee's Lessor under this Lease; (ii) Lessee shall, upon request of the new owner, execute and deliver any instrument reasonably requested by the new owner to evidence such attornment, and (iii) Lessee waives any right which it may have by law or in equity to terminate this Lease or to surrender possession of the Premises upon termination of, or institution or proceedings against Lessor's rights of ownership in the Premises. The new owner shall recognize Lessee as a direct tenant under this Lease, provided