

and remain a lien upon the demised premises or upon the right, title or interest of the TENANT created by this Lease, after the indebtedness secured by such lien shall have become due unless the same is in the process of being actually contested in good faith on the part of the TENANT and that in any event the TENANT will protect, indemnify and save harmless the LANDLORD from and in respect of any and all such liens.

TERMINATION OF
LEASE

Article 22. The TENANT agrees to deliver to the LANDLORD physical possession of the demised premises upon the termination of this Lease broom clean and in as good condition as the premises are at the commencement of the term of this Lease, ordinary wear and tear excepted.

FAULT

Article 23. It is mutually agreed that the filing by, on behalf of or against the TENANT of any petition or pleading to declare the TENANT a bankrupt, voluntary or involuntary, under any bankruptcy law or act, or the commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare the TENANT insolvent or unable to pay its debts, or the appointment by any court or under the law of a receiver, trustee or other custodian of the property, assets or business of the TENANT, or the assignment by the TENANT of all or any part of its property or assets for the benefit of creditors, or the levy of execution, attachment or other taking of property, assets or the leasehold interest of the TENANT by process of law or otherwise in satisfaction of any judgment, debt or claim, shall constitute a breach of this Lease and at the option of the LANDLORD operate as a forfeiture and termination of this Lease immediately and without prior notice and without prejudice to the LANDLORD'S right to prosecute any other remedy which it may have for a breach of this Lease, including a claim against the TENANT for rent due for the residue of this Lease.

It is mutually agreed that this Lease may be terminated by the LANDLORD for nonpayment of rent at any time after the expiration of ten (10) days following written notice to the TENANT of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice the LANDLORD'S right to prosecute any other remedy which it may have for a breach of this Lease.