

9. Breach or Default. In the event Tenant shall be in default in the payment of rent hereunder and shall remain in default for a period of five (5) days, or otherwise shall breach any of the terms, conditions or obligations imposed upon it by this lease, and shall remain in default for a period of ten (10) days after notice from Landlord to Tenant of such default, Landlord shall have the right and privilege of terminating this lease and of declaring the same at an end and of entering upon and taking possession of said premises, and in addition thereto, shall have all of the remedies now or hereafter provided for by law for recovery of rent, possession of the premises, and damages occasioned by the breach or default, including the right to declare the entire amount of rent that would accrue for the remainder of the term to be immediately due and payable.

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If the Landlord shall fail to carry out any obligation on the Landlord's part in this lease contained, the Tenant may, after reasonable notice, or without notice if in the Tenant's judgment an emergency shall exist, perform such obligation at the expense of the Landlord.

If the Tenant shall make any payment or advance at the expense or for the account of the Landlord pursuant to any provisions of this lease, the Tenant shall be entitled to reimbursement thereof from the Landlord. The Tenant may apply such claim against any subsequent installment of rent and, if not reimbursed at the expiration of the term hereby granted to any extensions thereof, may remain in possession of the premises until completely reimbursed.

10. Non-Waiver. Failure of either party to insist upon the strict performance of any provision or to exercise any option shall not be construed as a waiver for the future of any such provision or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.

11. Easement for Ingress and Egress. It is understood and agreed by and between the parties hereto that the Landlord hereby grants

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