

10.4 that if Lessor, without executing a new written lease, suffers Lessee to remain in possession of the leased premises after the expiration of the original or any renewal term hereof, Lessee shall become a tenant from month to month upon the same rent and other conditions as herein provided, subject to termination by either party upon sixty (60) days' prior written notice to the other.

11. The occurrence of any of the following shall constitute a default hereunder:

- (a) non-payment of any installment of rent for a period of ten (10) days after receipt of notice of non-payment
- (b) continuation of any breach or non-performance of any covenant by Lessee, for a period of thirty (30) days after written notice to Lessee
- (c) the bankruptcy or receivership of Lessee
- (d) execution of an assignment or Deed of Trust by Lessee for the benefit of creditors

12. In the event of default as defined in Paragraph 11 hereof, Lessor may pursue any of the following remedies:

- (a) sue for all rents then due and subsequently sue for rents thereafter to become due, plus an attorney's reasonable fee and costs in connection therewith.
- (b) re-enter the leased premises and hold the same as if this Lease had never been made, evicting Lessee and removing Lessee's goods and chattels from the leased premises.
- (c) distraint upon Lessee's tangible personal property situate on the leased premises for all rent then in arrears; provided, however, such distraint shall not attach to any time sale instruments, bills, notes or money contained or stored in or on said tangible property.
- (d) after re-entry, relet the leased premises, Lessor remaining liable for the amount by which the rents collected by reason of such subletting fail to equal or exceed the rents herein reserved unto Lessor, and
- (e) exercise the foregoing alternatively or cumulatively, provided Lessor's recovery shall not exceed the total rents reserved herein unto Lessor and remaining unpaid at time of default.

13. Miscellaneous and Supplementary Provisions

- 13.1 Lessee shall provide sufficient parking for 20 vehicles for <sup>DDP-</sup> exclusive use by Lessee and Lessee's customers
- 13.2 Lessor agrees that it will not make any assignment or attempted assignment of any of its interest in or to this Lease, or in or to the rentals due or to become due hereunder, without the prior written consent of Lessee. Lessor agrees further that, in the event any such assignment shall be agreed to by Lessee, Lessor will execute, in form satisfactory to Lessee, hold harmless assurances, and Lessor will cause the same also to be executed by its assignees.

14. THIS Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and/or assigns of Lessor and Lessee.

IN WITNESS WHEREOF, Lessor signed and sealed this Lease on \_\_\_\_\_, 19\_\_\_\_, and Lessee signed and sealed the same on November 3, 1980.

INDIVIDUAL LESSOR

\_\_\_\_\_  
Witness LESSOR (Seal)

\_\_\_\_\_  
Witness LESSOR (Seal)

PARTNERSHIP LESSOR

\_\_\_\_\_  
Witness Individually and as a Partner in \_\_\_\_\_ LESSOR (Seal)

\_\_\_\_\_  
Witness Individually and as a Partner in \_\_\_\_\_ LESSOR (Seal)

CORPORATE LESSOR

Francis Realty, Inc  
X By \_\_\_\_\_ LESSOR  
President and Secretary President

Commercial Credit Corp  
By \_\_\_\_\_ LESSOR



ATTEST:

(As a Corporate Seal)

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

LESSEE

ATTEST:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

RE 180

432 RV-2