

SECTION NINE
DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease by lessee:

- (1) If lessee, or any successor or assignee of lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- (2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.
- (3) If lessee shall fail to pay lessor any rent or additional rent when the rent shall become due and shall not make the payment within thirty (30) days after written notice thereof by lessor to lessee.
- (4) If lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by lessor to lessee or, if the performance cannot be reasonably had within the thirty (30) day period, lessee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
- (5) If lessee shall vacate or abandon the demised premises.

SECTION TEN
EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Nine, the rights of lessor shall be as follows:

- (1) Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of lessee hereunder, by giving to lessee not less than thirty (30) days' written notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

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