

during which the Tenant is unable to use the premises for its business as a result of such partial taking, repairs, reconstruction and restoration of damages by the Landlord.

12. SHORT FORM LEASE. It is understood and agreed that the terms of this Agreement with respect to the length of the Lease, the renewal terms and a description of the property may be set forth in a Memorandum of Lease, which said short form of Lease shall be used for recording purposes to document the exact commencement and the termination date of the Lease.

13. DEFAULT. In the event the Tenant should fail to pay any of the monthly installments of rent reserved herein for a period of more than fifteen (15) days after the same shall become due and payable (Landlord is not required to give notice to Tenant upon failure of Tenant to pay rent as provided herein), or if the Tenant shall fail to keep or shall violate any other condition, stipulation or agreement herein contained, on the part of the Tenant to be kept and performed, and if either such failure or violation shall have continued for a period of thirty (30) days after the Tenant shall have received written notice at its office address hereinafter designated, from the Landlord to pay such rent or to cure such violation or failure, then in any such event, the Landlord, at its option, may either (a) terminate this Lease or (b) re-enter the demised premises by summary proceedings or otherwise expel Tenant and remove all property therefrom and relet the premises at the best possible rent obtainable, making reasonable efforts therefor and receive the rent therefrom; but Tenant shall remain liable for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting. However, a default (except as to payment of rentals) shall be deemed cured if Tenant, in good faith, commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

14. BANKRUPTCY. The Tenant further covenants and agrees that if, at any time, Tenant is adjudged bankrupt or insolvent under the laws of the United States or of any State, or makes a general assignment for the benefit of creditors, or if a receiver of all of the property of the Tenant is appointed, and shall not be discharged within ninety (90) days after such appointment, then the Landlord may, at its option, declare the terms of this Lease Agreement at an end and shall forthwith be entitled to immediate possession of the said premises.

15. LIENS. By the provisions of this Lease, the Tenant is to bear the cost of all improvements, alterations, replacements, changes and additions on the demised premises. If any mechanics' materialmen's or other liens are filed against the demised premises in connection with any such work, Tenant will not permit any such lien to stand against the demised premises, but it is agreed that Tenant, upon giving written notice to the Landlord of its intent to contest the same or the validity thereof by appropriate legal proceedings, and pending such legal proceedings the Landlord shall not have the right to pay, remove or discharge any such mechanics', materialmen's or other liens thereby contested and any delay of the Tenant in paying the same until final termination of such disputed matter shall not be deemed a default of the condition of this Lease.

16. PROPERTY AT RISK OF TENANT. All the property of every kind which may be on the said demised premises during the term hereof shall be at the sole risk of the Tenant or those claiming under it, and the Landlord shall not be liable to the Tenant or any other person whatsoever for any injury, loss or damages to any person or property, in or upon the demised premises. Tenant agrees to indemnify and hold harmless the Landlord from and against any and all injuries to persons and damage to property or claims of injuries to persons and damage to property arising out of the use and occupancy of the said demised premises by Tenant.

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