

11. PARTIES: Subject to the provisions of the previous paragraph restricting assignment and subletting, the covenants of this Lease shall inure to the benefit of, and be binding upon the Lessor and the Lessee and the successors and assigns of each.

12. DEFAULT AND REMEDY: Each of the following shall be deemed a default by the Lessee:

- (a) Failure to pay the rent when due.
- (b) Failure to pay an additional rent, costs or expenses as may be provided in this lease when the same becomes due and payable.
- (c) Failure to perform any act to be performed by the Lessee hereunder or to comply with any condition or covenant contained herein.
- (d) The abandonment of the Leased Premises by the Lessee or its adjudication as a bankrupt; the making by the Lessee of a general assignment for the benefit of any creditors; the Lessee's taking the benefit of any insolvency action or law; the appointment of a permanent receiver for the Lessee or trustee in bankruptcy for the Lessee or its assets; the appointment of a temporary receiver for the Lessee of its assets; the appointment of a temporary receiver for the Lessee or its assets if such temporary receivership has not been vacated or set aside within thirty (30) days from the date of such appointment; the invitation of an arrangement or similar proceeding for the benefit of creditors by or against the Lessee for dissolution or other termination of Lessee's corporate charter.

In the event any default provided above in sub-paragraph (b) and (d) without any demand or notice, or in the event of any default provided in sub-paragraphs (a) and (c) and the continuance of such a default after ten (10) days written notice given by Lessor to Lessee, this Lease shall terminate at the option of the Lessor. In the event of termination of this Lease, the Lessor may re-enter the Leased Premises, take possession of all or any part thereof, and remove all property and persons therefrom and shall not be liable for any damage therefor, or for trespass. No such re-entry shall be deemed an acceptance of the surrender of this Lease or a satisfaction of the Lessee's obligation to pay rent as provided herein or any other obligations of Lessee hereunder. The Lessor is hereby given a lien on any and all property of the Lessee located on the Leased Premises for any amount owing it under the Lease any time the Lease terminates.