

fails to take prompt action to release the same, or if a voluntary petition in bankruptcy be filed by Tenant, or if an involuntary petition in bankruptcy be filed against Tenant and the same be not discharged within sixty (60) days, or if Tenant be adjudicated bankrupt in any court of competent jurisdiction or if a receiver be appointed for its property, or an assignment be made for the benefit of its creditors, then the Landlord shall have the right, at its option, to re-enter and forthwith repossess said premises and to annul and terminate this Lease and, at its option, the whole rent for the whole terms of this Lease shall at once become due and payable and the Landlord may proceed by attachment, suit, or otherwise, to collect the whole rent reserved in the same manner, as if by the terms of this Lease the whole rent for the entire term were payable in advance.

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19. Notices. All notices to be given under this instrument shall be in writing and shall be given to the respective parties by mailing same postage prepaid, to the addresses listed on Schedule A attached hereto. Notices shall be deemed given on the date after mailing.

20. Acceptance of Premises. The Tenant accepts the demised premises in their present condition and without any representation or warranty by the Landlord as to the condition or as to the use or occupancy which may be made thereof, and the Landlord shall not be responsible for any latent or other defect or change in their condition, and the rent hereunder shall in no case be withheld or diminished on account of any defect or change in their condition, or on account of any damage occurring thereto during the term of this Lease. The taking of possession of the demised premises by the Tenant shall be conclusive evidence that the same were in good and satisfactory condition at the time possession was so taken.

21. Heirs, Successors and Assigns and Inclusiveness of Heirs. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, successors and, except as otherwise provided in this lease, their assigns. Wherever Landlord and Tenant are herein referred to, such reference shall be construed as applying to their respective

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