

Lessee fail to perform any of the terms and conditions of this lease to be performed by it or should the Lessee fail to pay any indebtedness due by it unto the Lessor or in the event the business of the Lessee is discontinued or the premises vacated before the expiration of this lease or should the Lessee go into bankruptcy or is placed in the hands of a receiver, then, in such event, the Lessor shall have the option of either: (a) declaring the full rental price as due and payable for the entire term, in which event the Lessor shall have the right to take immediate possession of the premises and re-lease the same if possible and credit the Lessee with the net amount of such rent collected; or, (b) declare the lease as terminated and enter and take possession of the leased premises free and clear from any right of the Lessee but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts which may then be due by the Lessee.

12. It is further understood and agreed that the Lessor shall not be under any liability to pay damage suffered or sustained by any contents in the building which is caused or due to fire, flood, earthquake or other catastrophe nor shall the Lessor be responsible or liable for any damage occasioned by any leaks or damages caused by the condition of the roof or outer walls of said building, should any occur, except those leaks and damages due to the Lessor's neglect after written notice from the Lessee and after the expiration of a reasonable time to repair said portions of the building.

13. The Lessor and Lessee are entering into a separate lease covering a lot of land fronting 75 feet on Peden Street adjoining the above-described property, upon which said adjoining property Lessor is to construct a warehouse. Lessor agrees that upon completion of the warehouse on said adjoining property it will
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