

loss covered under any such insurance, the proceeds thereof shall be used to make any repairs or replacements which Tenant may be obligated hereunder to make.

13. In the event that the Tenant should fail or neglect to make any rental payment, or fail to carry out or perform any covenants herein agreed to by it, and in the further event that the Tenant should fail to make good any default after 30 days of notice from the Landlord, or if the Tenant should petition to be or be declared bankrupt or insolvent or make any conveyance or general assignment for the benefit of creditors, or if a receiver be appointed for it - then in any one of such events, the Landlord may, upon ten days written notice to Tenant, enter into and upon the said premises and expel the Tenant without such re-entry operating as a forfeiture of the rents to be paid and the covenants to be performed by Tenant; and may, at the Landlord's election, lease or sublet said premises or any part thereof without prejudice to any and all other remedies that may be available to the Landlord under the law. But this paragraph shall not be applicable to a bona fide dispute as to the Tenant's liability to make repairs.

14. In the event there is a condemnation of the whole or any part of the demised premises, the Tenant may, in the event it shall deem that the demised premises, or such portion thereof as shall remain after such condemnation, is not suitable for the purposes for which it is being used, at its option, terminate this lease; or Tenant may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the property taken shall bear to the entire demised property; and in addition, Tenant shall have any and all right or rights of action for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

15. In the event that Landlord shall be in default or should fail or refuse to perform or comply with any obligations imposed on it under this lease, Tenant in addition to, but not in limitation of any other right or remedy, after giving Landlord notice in writing of such default, may at Tenant's option, remedy or repair the situation and Landlord agrees to reimburse Tenant for any expense reasonably incurred in connection therewith; or such expense or any part thereof, at Tenant's option, may be deducted in whole or in part from subsequent installments of rent.

16. In the event the Tenant shall continue to remain in and occupy said premises after the expiration of the term of this lease, such holding over shall not in any way be construed as a renewal or extension of the term of this lease; but such holding over shall constitute a tenancy from month to month only, but subject to all of the covenants and conditions of this lease, other than those relating to the term hereof, for which tenancy the

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