

promptly to cure same and shall prosecute such curing with diligence, then upon receipt by LESSOR of notice from LESSEE stating the reason such default cannot be cured within sixty (60) days and stating that LESSEE is proceeding with diligence to cure such default, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same; provided, further, that if LESSOR elects not to terminate this lease, LESSOR shall be obligated to use reasonable diligence to attempt to relet the premises at as favorable a rental as can be obtained.

In the event LESSEE:

- (a) is adjudicated a bankrupt;
- (b) has a receiver in equity appointed for substantially all of its property and the appointment of such receiver is not set aside in ninety (90) days, or requests or consents to the appointment of a receiver;
- (c) has a trustee in reorganization appointed for substantially all its property and the appointment of such trustee is not set aside within ninety (90) days;
- (d) files a voluntary petition for reorganization or arrangement;
- (e) files a voluntary petition in bankruptcy;
- (f) files an answer admitting bankruptcy or agreeing to a reorganization or arrangement;
- (g) makes an assignment for the benefit of its creditors; or
- (h) permits the leasehold interest of LESSEE hereunder to be sold pursuant to execution, then, and in any of such events, this lease shall terminate and LESSOR may immediately take possession of the leased premises.

In the event LESSEE shall be in default with respect to any of the covenants contained herein other than the covenant to pay rent, LESSOR shall be entitled, after sixty (60) days written notice of such default to LESSEE, to perform any covenant of LESSEE as to which LESSEE is in default; and any and all sums paid by LESSOR in performance of such covenant shall be and constitute additional rent and shall be paid by LESSEE as such, with interest at the rate of six percent (6%) per annum until paid.

In the event LESSEE defaults in maintaining the insurance required to be maintained by LESSEE hereunder, LESSOR shall have the right to procure such insurance immediately after mailing notice of LESSEE's default and, in the event the default of LESSEE related to the failure of LESSEE to pay any lien or claim against the leased premises or the improvements thereon and its failure to take appropriate action to contest the same, LESSOR shall be entitled to pay any such lien or claim and to redeem the leased premises from the sale or forfeiture immediately after mailing notice of its intention so to do. Any amount so expended by LESSOR shall be paid by LESSEE as additional rent with interest as above provided.

The remedies of LESSOR shall be cumulative and no one of them shall be construed as exclusive of any other remedy provided by law.

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