

Section 22. Insolvency of Tenant and other Defaults by Tenant. The happening of any one or more of the following listed events shall constitute a breach of this Lease Agreement on the part of Tenant:

- a. The filing by, on behalf of or against Tenant of any petition or pleading to declare Tenant a bankrupt, voluntary or involuntary, under any bankruptcy law or act.
- b. The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Tenant insolvent or unable to pay its debts.
- c. The failure of Tenant to pay any rent payable under this Lease Agreement.
- d. The failure of Tenant to fully and promptly perform any act required of it in the performance of this Lease or to otherwise comply with any term or provision thereof.
- e. The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Tenant.
- f. The assignment by Tenant of all or any part of its property or assets for the benefit of creditors.
- g. The levy of execution, attachment or other taking of property, assets, or the leasehold interest of Tenant by process of law or otherwise, in satisfaction of any judgment, debt or claim.

Upon the happening of any event of default and the failure of Tenant to cure or remove same within ten (10) days after written notice of such default given to Tenant by Lessors, Lessors, if they shall so elect, may terminate the term hereof upon written notice to the Tenant and if Lessors shall exercise such right of election the same shall be effective as of the date of the event of default, or Lessors, if they shall so elect, may terminate Tenant's right to possession or occupancy only, without terminating the term of the Lease. Upon any termination of the term hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the premises without terminating the term hereof, Tenant shall promptly surrender possession and vacate the premises and deliver possession thereof to Lessors and Tenant hereby grants to Lessors full and free license to enter into and upon the premises in such event and with or without process of law to repossess the premises as of Lessors' former estate and to expel or remove Tenant and any others who may be occupying the premises and to remove therefrom any and all property using for such purpose such force as may be necessary without being guilty of or liable for trespass, eviction or forcible entry or detainer and without relinquishing Lessors' right to rent or any other right given to Lessors hereunder or by operation of law. Except as otherwise expressly provided in this Lease, Tenant hereby expressly waives the service and demand for the payment of rent or for possession of the premises or to re-enter the premises, including any and every form of demand and notice prescribed by any statute or other law.

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