

restore the surface of the ground to its uniform and even condition, free from all excavations and debris; provided, however, if Lessee shall have made any alterations in or additions to any of Lessor's buildings, structures or improvements, constituting an integral part thereof, the same may be removed by Lessee only upon Lessee's restoring Lessor's said altered property to the condition in which it was prior to Lessee's work thereon.

## ARTICLE XVIII.

BREACH OR DEFAULT:

In the event Lessee shall be in default in the payment of rentals or other charges hereunder, or otherwise shall breach its covenants or obligations hereunder, and shall remain in default for a period of fifteen (15) days after notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises, and damage occasioned by the breach or default.

In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of fifteen (15) days after notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for the recovery of damages occasioned by such default. If such breach or default shall consist of the failure or refusal of Lessor to maintain said premises in the condition required of Lessor, as hereinabove provided, Lessee may, at its option, after the expiration date of the notice to Lessor, make the necessary repairs or replacements, and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the right to apply any unpaid rentals in liquidation of said indebtedness, and if at the expiration of this lease said indebtedness shall not have been paid, this lease, at the option of Lessee, shall continue in force on the terms and conditions herein set forth until said indebtedness shall have been fully satisfied.

## ARTICLE XIX.

CONTINUITY:

This agreement and each and all of the covenants, obligations, and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor", if there be more than one, they and each of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

## ARTICLE XX.

NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated, or by depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed, shall be treated as the date of service. If there be more than one Lessor, notice to any one of them shall constitute notice to all.

## ARTICLE XXI.

RIGHTS NOT WAIVED:

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several Articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

## ARTICLE XXII.

SUBORDINATION OF LIENS:

If, before the recording of this lease in the manner and as provided by law, the demised premises shall be subjected to any lien, whether by way of Mortgage, Deed of Trust, Security Deed, or otherwise, Lessor agrees, as a condition of this lease, to secure a subordination of such lien