

obtaining possession.

In the alternative upon default in rental payment as set forth above, the landlord may declare the balance of the rent for the term due and payable in full and may proceed to collect the same, including all reasonable costs and attorney's fees.

The placing of the tenant in bankruptcy or receivership shall give the landlord the right to terminate this lease.

XV. DEFAULT:

If the landlord or the tenant default in the observance or performance of any term or covenant required to be performed under this lease, the injured party after not less than thirty (30) days notice to the defaulting party may, but shall not be obligated to, remedy such default and in connection therewith may pay expenses and employ counsel (if reasonably required to do so); provided that the injured party shall have the right to remedy such default in the event of an emergency. All sums expended or obligations reasonably incurred by the injured party shall be paid by the defaulting party upon demand, but the tenant shall have the option to deduct any payments made by it from future payments of rent hereunder until the tenant has been fully reimbursed.

XVI. ASSIGNMENT:

This lease may be assigned with the consent of the landlord, which consent shall not be unreasonably withheld.

XVII. COVENANT OF QUIET ENJOYMENT:

So long as the tenant pays the rents reserved by this lease and performs and observes all the covenants and provisions hereof, the tenant shall quietly enjoy the leased property. The landlord shall comply with all the terms of and make all payments due on mortgages placed by the landlord on the