- 16. Bankruptcy, Receivership, Etc. If an execution or other process be levied on the interest of the Tenant in this lease and Tenant fails to take prompt action to release the same, or if a voluntary petition in bankruptcy be filed against Tenant and the same be not discharged within sixty (60) days, or if Tenant be adjudicated bankrupt in any court of competent jurisdiction or if a receiver be appointed for its property, or an assignment be made for the benefit of its creditors, then the Landlord shall have the right, at its option, to re-enter and forthwith repossess said premises and to annul and terminate this lease and, at its option, the whole rent for the whole terms of this lease shall at once become due and payable and the Landlord may proceed by attachment, suit, or otherwise, to collect the whole rent reserved in the same manner, as if by the terms of this lease the whole rent for the entire term were payable in advance.
- 17. Notices. All notices to be given under this instrument shall be in writing and shall be given to the respective parties by mailing same postage prepaid, to the addresses listed on Schedule A attached hereto. Notices shall be deemed given on the date after mailing.
- 18. <u>Improvements</u>. Landlord agrees to make the improvements as set forth on Schedule A attached hereto and incorporated herein.
- The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective successors and assigns. Wherever Landlord and Tenant are herein referred to, such reference shall be construed as applying to their respective successors in interest and assigns and where the contract requires or admits, to their successors, assigns, personal representatives, agents, employees, invitees and financial representatives. The use of the neuter singular pronoun in reference to the Landlord or Tenant shall be deemed a proper reference even though the Landlord, Tenant or subtenant may be an individual, a partnership, a corporation, or a group of two or more individuals or entities. The necessary grammatical

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