

Any sale shall be made subject to Lessee's lease.

12. DEFAULT - In the event of failure of Lessee for fifteen days after written notice thereof by the Lessor to pay the rent when due, or in the event the business of the Lessee is discontinued or the premises vacated before the expiration of this lease, or in the event the Lessee goes into voluntary or involuntary bankruptcy or receivership, or makes a general assignment for the benefit of creditors or files or has filed against it a petition pursuant to any Federal or State law for the extension of its debts or for an arrangement or reorganization, or if any personal property of the Lessee, located on the demised premises, should be seized under attachment, execution or other process and be not vacated or such property released within fifteen (15) days, or in the event Lessee shall make a partial or complete liquidation or disposition by corporate reorganization or otherwise or a substantial part of its assets, then and in any one of such events, Lessor may, after giving ten (10) days notice by registered mail of its intention so to do:

(a) declare the full rental price for the entire term immediately due and payable and resort to any legal remedies at law or in equity for the endorsement or collection of the rent (this provision being supplemental to and not in lieu of the lien created in favor of the Lessor by statute) or to recover damages for the breach of said covenants or:

(b) declare this lease terminated and take possession of the demised and thenceforth hold the same free and clear from any claim or right of the Lessee or its successors and assigns, but with the right, nevertheless, of the Lessor to recover from the Lessee any past due rentals (this provision being supplemental to and not in lieu of the lien created in favor of Lessor by statute.)

13. WARRANTY - Lessor warrants that it is the sole owner of the demised premises in fee simple and that the same is free and clear of all liens and encumbrances, except restrictions of McAlister Plaza applicable to the demised premises and provisions contained in the deed conveying the demised premises to the Lessor.

14. QUIET POSSESSION - Lessor shall put Lessee in possession of the demised premises and covenants and agrees that during the continuance of this lease, or renewals thereof, Lessee shall have quiet possession and enjoyment of the premises.

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