

12. Disclaimer of Warranty. Tenant accepts the building and improvements leased hereunder in their present condition and without any representation of warranty by the Landlord as to the condition of said building and improvements or as to the use or occupancy which may be made thereof, and Landlord shall not be responsible for any defect or change of condition of the building nor for any change in the condition or for any damage occurring thereto or because of the existence of any violations of any applicable statute, regulation or ordinance.

13. Acts of Default. Each of the following shall be deemed a default by Tenant and a breach of this lease.

- a. Failure to pay the rent herein reserved or any part thereof other than additional rent for a period of ten days after notice.
- b. Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions of this lease contained on the part of Tenant to be done, observed, kept and performed, including failure to pay additional rent, for a period of thirty days after notice.
- c. The abandonment of the premises by Tenant, the commencement by or against Tenant of any proceeding under the Federal Bankruptcy laws or any similar state law, the making by Tenant of a general assignment for the benefit of creditors, the taking by Tenant of the benefit of any insolvency act or law, the appointment of a permanent receiver or trustee in bankruptcy for Tenant's property.

14. Notice of Termination. In the event of any such default by Tenant and at any time thereafter, Landlord may serve a written notice on Tenant that Landlord elects to terminate this lease. This lease shall be considered terminated as of the date of such notice, and the total rent for the remaining term of the lease shall thereupon be immediately due and payable. No default or failure to perform by Tenant shall be deemed waived unless waived by instrument in writing signed by the Landlord, except a default or failure to perform under subdivisions (a) and (b) of the preceding Paragraph shall be deemed waived if such default

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