

be construed as a waiver for the future of any such provision or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.

12. Breach or Default. In the event Lessee shall be in default in the payment of rent hereunder and shall remain in default for a period of ten (10) days, or otherwise shall breach any of the terms, conditions or obligations imposed upon it by this Lease, and shall remain in default for a period of thirty (30) days after notice from Lessor to Lessee of such default, Lessor shall have the right and privilege of terminating this Lease and of declaring the same at an end and of entering upon and taking possession of said premises, and in addition thereto, shall have all of the remedies now or hereafter provided for by law for recovery of rent, possession of said premises, and damages occasioned by the breach or default, including the right to declare the entire amount of rent that would accrue for the remainder of the term to be immediately due and payable.

If the Lessor shall fail to carry out any obligation on the Lessor's part in this Lease contained, the Lessee may, after reasonable notice, or without notice if in the Lessee's judgment an emergency shall exist, perform such obligation at the expense of the Lessor.

If the Lessee shall make any payment or advance at the expense of or for the account of the Lessor pursuant to any provisions of this Lease, the Lessee shall be entitled to reimbursement thereof from the Lessor. The Lessee may apply such claim against any subsequent installment of rent and, if not reimbursed at the expiration of the term hereby granted or any extensions thereof, may remain in possession of the premises until completely reimbursed.

13. 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. Notice shall be deemed given on the date after mailing.

14. Improvements by Lessee. Lessee, at its own cost, shall have the right to construct, install, maintain, and operate on said premises such signs, improvements, equipment, fixtures (trade or otherwise) and appliances on, under and above the ground as it may require or desire in the conduct of the business to be conducted on said premises. Lessee shall

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