

Little at any time on or before the doing of any act or the commencement of any proceeding to recover possession of the demised premises by reason of the default or breach then existing and shall be final. If Moore shall elect to terminate this lease as aforesaid, thereupon all rights and obligations whatsoever of Little and of his successors and assigns under the lease, so far as the same may relate to the unexpired portion of the term hereof, shall cease and terminate, and within ten (10) days after receipt by Little of notice of election by Moore to terminate this lease as aforesaid, the parties hereto shall, by an instrument in writing in form of recording, cancel this lease and the unexpired portion of the term hereof, and surrender and deliver up to Moore the entire demised premises, together with all improvements and additions, except trade fixtures as herein provided, and upon any default by Little in so doing, Moore shall have the right forthwith to re-enter the demised premises either by summary proceedings or otherwise.

Neither bankruptcy, insolvency, nor the appointment of a receiver or trustee of Moore, however, shall affect this lease so long as the covenants on the part of Little to be performed are being performed by Little or by the then owner of the demised term.

No default or breach of covenant hereunder shall be deemed to have occurred on the part of Little until thirty (30) days after written notice of such default or breach shall have been given to Little, and Little, within such time, shall have failed to remedy such default or breach. If any default by Little, except payment of the rent, cannot be reasonably cured within thirty (30) days after notice as aforesaid, then Little shall have such additional time as may be reasonable necessary to remedy the same. Provided, however, that the thirty (30) day provision shall not apply to a default on the mortgages unless such default has been waived in writing by the mortgagees; and upon default in the mortgages not so waived, Moore shall be immediately entitled to the remedies provided for above.

19. Moore warrants that James P. Moore and Otis P. Moore own a fee simple marketable title to the premises, free and clear of any liens or encumbrances except current taxes, and that so long as Little fulfills the conditions and covenants of this lease, no personal claims by, through or under the said James P. Moore and Otis P. Moore, will, during the term hereof, or any extensions, disturb, hinder, or molest the peaceful and quiet possession of the rented premises.

20. Little may freely assign this lease in whole or in part and may make separate assignment of portions of the leased premises to different corporations. The said assignments shall not be effective to release

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