

re-entry by the Lessor is waived expressly hereby in the event of such default and the obligation of the Lessee hereunder shall not cease and the Lessee shall be liable for any loss or damage to the Lessor for failure to comply with the terms hereof. In the event the Lessor obtains possession of the premises under the terms of this paragraph, the Lessor shall forthwith and diligently, without expense to the Lessee, make every effort to rent the premises in whole, or in component parts aggregating the whole, for at least as much monthly rent as is provided in this lease, and the Lessee shall be liable only for any loss of rent.

11. If the Lessee shall hold over beyond the term of this lease or any renewal or extension thereof, the occupancy of the Lessee subsequent to the expiration of the lease term or renewal or extension thereof shall be from month to month and shall not be considered as a renewal or extension of this lease.

12. The lessor shall have the right to terminate this lease if any proceedings, whether voluntary or involuntary, are instituted for the dissolution, receivership or bankruptcy of the Lessee or because of the insolvency of the Lessee or if all the business conducted by the Lessee becomes subject to the jurisdiction of any receiver, court, trustee or other judicial official.

13. The lessor agrees to pay all ad valorem taxes levied and assessed against the leased premises by any town, city, county or other governmental authorities during the lease term.

14. The lessor agrees during the term of this lease and any renewal thereof to maintain and keep in good repair the roof, downspouts and exterior walls of the building unless the damage thereto is caused or occasioned by the negligence of the Lessee, in which event such repairs shall be made by the Lessee. Lessor does hereby warrant for the period of this lease the compressor utilized in the heating and/or air conditioning system and further agrees to use all reasonable efforts necessary to enforce any warranties executed by manufacturers of any equipment placed upon said premises, but in no event does Lessor warrant any other equipment and systems other than those cited above.

15. If the building in which the leased premises are located is damaged or destroyed during the lease term by fire or any other casualty, or by other means, then the Lessor shall, within fifteen days from the date of such damage or destruction, notify the Lessee in writing that it elects to cancel this lease or elects to rebuild or repair the said premises. In addition, the Lessee shall have the right to cancel this lease by notice in writing to the Lessor within fifteen days of such damage or destruction. If the Lessor elects to rebuild or repair the premises, the lessor shall proceed immediately with the rebuilding or repairing in such manner as to restore the premises to substantially the same condition as they were at the time of destruction or damage and from the date of the damage or destruction the rent shall abate in proportion to the extent and duration of untenability. If either party elects to cancel the lease, the premises shall be surrendered by the Lessee to the Lessor on the thirtieth day following the date of receipt of the written notice and this lease shall become void at that time and the Lessee shall have no further obligation to pay rent or to perform any other covenant or agreement contained herein.

16. The lessor covenants hereby that he is the owner of the premises and has the right to lease the premises, and that the Lessee, upon paying the rent provided herein and upon performing each and every part of the covenants,

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