

counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon.

SECTION ELEVEN **Default or Breach**

Each of the following events shall constitute a default or breach of this lease by Lessee:

1. If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 90 days after the institution or appointment.

3. If Lessee shall fail to pay Lessor any rent when the same shall become due and shall not make the payment within 14 days after notice in writing by Lessor to Lessee.

4. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of 14 days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the 14-day period, Lessee shall not in good faith have commenced performance within the 14-day period and shall not diligently proceed to completion of performance.

5. If Lessee shall vacate or abandon the demised premises.

6. If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

7. If Lessee fails to take possession of the demised premises on the term commencement date, or within 60 days after notice that the demised premises are available for occupancy.

SECTION TWELVE **Effect of Default**

In the event of any default hereunder, as set forth in Section Ten, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than 30 days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the