

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 Eleven, 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 same force and effect, except as to lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2. Lessor may elect, but shall not be obligated, to make any payment required of lessee herein or comply with any agreement, term, or condition required hereby to be performed by lessee, and lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by lessor shall not be deemed to waive or release the default of lessee or the right of lessor to take any action as may be otherwise permissible hereunder in the case of any default.

3. Lessor may re-enter the premises immediately and remove the property and personnel of lessee, and store the property in a public warehouse or at a place selected by lessor, at the expense of the lessee. After re-entry lessor may terminate the lease on giving 14 days' written notice of termination to lessee. Without the notice, re-entry will not terminate the lease. On termination lessor may recover from lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this