

of this lease assignment for the purpose of the above, and in the event of such events, the lessee shall be obligated to:

(a) Declare the amount of rent hereunder immediately due and payable, and to resort to any remedy at law or in equity for collection of the rent or to recover damages for the breach of the covenants.

(b) Declare this lease terminated and vacate possession of the leased premises, but the lessor and nevertheless have the right to recover from the lessee and all amounts, which under the terms hereof are due and payable for the use of the demised premises, and shall have the right to lease the premises to another tenant at the highest rental obtainable after diligent effort has been made, and to recover from the lessee the difference in said rental.

9. It is mutually understood and agreed that the failure of the Lessor or of the Lessee to take advantage of any default on the part of the other, shall not be construed as a waiver thereof nor shall any custom or practice which may grow up between the parties in the question of administering this lease be constituted to waive or lessen the rights of the parties to insist upon the provisions thereof.

10. This lease agreement executed by the Lessor and Lessee in duplicate merges all understandings and agreements between the parties hereto with respect to the leased premises and shall constitute the entire lease agreement. Said lease agreement shall not be changed or modified except upon a written consent of the Lessor and Lessee executed in duplicate and attached to the original duplicates of this lease agreement.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto set their hands and seals in duplicate on this the day and year first above written.

IN THE PRESENCE OF:
E. F. Riley
W. M. McKinnis

W. M. McKinnis (L.S.)
Lessor
Samuel B. Cross (L.S.)
Samuel B. Cross (L.S.)
Lessee

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