

(b) Declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free from the right of the tenant, or its successors or assigns, to use said demised premises, but the landlord shall, nevertheless, have the right to recover from the tenant any and all amounts which, under the terms hereof, may then be due and unpaid for the use of the demised premises.

13. It is mutually understood and agreed that the failure of the landlord or of the tenant 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 course of administering this instrument be construed to waive or lessen the rights of the parties hereto to insist upon the provisions hereof.

14. The landlord agrees that the tenant, upon payment of the rents reserved herein, and upon the performance of the covenants and agreements herein provided to be observed and performed by them, shall peaceably and quietly hold and enjoy the demised premises for the term thereof; and it is further agreed that after payment of the rents to the expiration of this lease, the tenant reserves the right and privilege of removing any and all trade fixtures, including boiler and all machinery, and other fixtures which may be installed by or at the expense of the tenant.

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