

10. It is mutually agreed that if any installment of rent be past due and unpaid by the Tenant for a period of thirty days, or on violation of any of the terms and conditions of this lease, which are not corrected within thirty days after written notice by the Landlord to the Tenant, or if the Tenant, its successors or assigns, goes into bankruptcy, either voluntarily or involuntarily, or is placed in the hands of a receiver, or makes a general assignment of its property for the benefit of creditors, or files a petition pursuant to any State or Federal law for extension of its debts, or for reorganization, or if its stock of goods or merchandise or equipment located on the premises should be seized under attachment, execution or other process, and it be not vacated or the property released within fifteen days, then, in any one of such events the Landlord may either: (a) declare the full rental price for the entire term immediately due and payable and resort to any legal remedies at law or equity for the collection of the rent, or to recover damages for the breach of the covenants; or (b) declare this lease terminated and enter and take possession of the leased premises and thenceforth hold them free from the right of the Tenant, or its successors or assigns, to use said premises, but the Landlord shall, nevertheless, have the right to recover from the Tenant any and all amounts which under the terms of this lease may then be due and unpaid for the use of the demised premises.

11. It is mutually understood and agreed that the failure of the Landlord or the Tenant to take advantage of any default on the part of the other shall not be construed

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