

rent or damages for breach of contract, enter upon the premises and expel or remove Lessee and his effects, by force if necessary, without liable to prosecution or any claim for damages therefor; and Lessee agrees to indemnify Lessor for all loss and damage which Lessor may suffer by reason of such lease termination, whether through inability to relet the premises or through decrease in rent, or otherwise; in the event of such termination, Lessor may, at its option, declare the entire amount of the rent which would become due and payable during the remainder of the term of this lease to be due and payable immediately, in which event, Lessee agrees to pay the same at once, together with all rents theretofore due, at the office of Daniel Realty Corporation, P. O. Box 1511, Birmingham, Alabama; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages but shall merely constitute payment in advance of the rent for the remainder of the said term. Upon making such payment, Lessee shall receive from Lessor all rents received by Lessor from other tenants on account of said premises during the term of this lease, provided, however, that the monies to which the Lessee shall so become entitled shall in no event exceed the entire amount payable by Lessee to Lessor under the preceding sentence of this subparagraph.

(2) Enter the leased premises as the agent of the Lessee, by force if necessary, without being liable to prosecution or any claim for damages therefor, and relet the premises as the agent of the Lessee, and receive rent therefor, and the Lessee shall pay the Lessor any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the Lessor.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

#### SERVICES

8. Lessor agrees, at its own expense, to maintain in good condition and repair and suitable for the business purposes of Lessee all the premises and improvements hereby leased, including driveways and approaches; Lessor shall pay all real property taxes and assessments and all other personal taxes or assessments including