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then the Tenant does hereby authorize and fully empower said Owner or Owner's agent to cancel or annul this Lease at once and to re-enter and take possession of said premises immediately, and by force if necessary, without any previous notice of intention to re-enter and remove all persons and their property therefrom, and to use such force and assists in effecting and perfecting such removal of said Tenant as may be necessary and advisable to recover at once first and exclusive possession of all said Leased Premises whether in possession of said Tenant or of third persons or otherwise, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Owner, in which event this Lease shall terminate and Tenant shall indemnify the Owner against all unavoidable loss of rent which Owner may incur by reason of such termination during the remainder of the term herein specified.

2. The Owner may, however, at its option, at any time after such default or violation of condition or covenant, re-enter and take possession of said premises without such re-entry working a forfeiture of the rents to be paid and the covenants, agreements and conditions to be kept and performed by Tenant for the full term of this Lease. In such event Owner shall have the right, but not the obligation, to divide or subdivide the Leased Premises in any manner Owner may determine and to lease or let the same or portions thereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Owner may elect, applying the net rentals from such letting first to the payment of Owner's expenses incurred in dispossessing Tenant and the cost and expense of making such improvements in the Leased Premises as may be necessary in order to enable Owner to re-let the same, and to the payment of any brokerage commissions or other necessary expenses of Owner in connection with such re-letting. The balance, if any, shall be applied by Owner from time to time on account of the payments due or payable by Tenant hereunder, with the right reserved to Owner to bring such action or proceedings for the recovery of any deficits remaining unpaid as Owner may deem favorable from time to time, without being obligated to await the end of the term hereof for the final determination of Tenant's account. Any balance remaining however, after full payment and liquidation of Owner's account as aforesaid shall be paid to Tenant with the right reserved to Owner at any time to give notice in writing to Tenant of Owner's election to cancel and terminate this Lease and upon giving of such notice and the simultaneous payments by Owner to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of this Lease and the obligations hereunder on the part of either party to the other.

3. No waiver by the Owner of any breach of any one or more of the terms, covenants, conditions and agreements of this Lease shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder, and the failure of Owner to insist upon the strict performance of the terms, conditions, covenants, and agreements herein contained, or any of them, shall not constitute or be considered as a waiver or relinquishment of the Owner's rights thereafter to enforce any such default or term, condition, covenant, or agreement, and the same shall continue in full force and effect.

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