

terminated and take possession of the demised premises and thenceforth hold the same free and clear of any claim or right of Tenant, its successors and assigns, but with the right, nevertheless, of Landlord to recover from the Tenant any past-due rentals, or (c) immediately re-enter and remove all persons and property from said premises, storing said property in a public warehouse or elsewhere at Tenant's expense without liability on the part of Landlord.

Should Landlord elect to re-enter as herein provided or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may from time to time without terminating this Lease relet said premises or any part thereof for the account of Tenant, upon such terms and conditions and for such period (whether longer than the balance of the term hereof or not as Landlord may deem advisable), in which event the rents received from any such reletting during the balance of the term of this Lease or any part thereof shall be applied first to the expenses of re-letting and collecting, including necessary renovation and alteration of the premises and a reasonable attorney fee, and any real estate commission actually paid and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Tenant shall pay to Landlord monthly any deficiency and Landlord may sue thereafter as each monthly deficiency shall arise. Such monthly deficiency shall be paid punctually when due as herein provided. No re-entry or taking possession of said premises shall terminate this Lease unless written notice of such intention is given to Tenant.

9. Landlord warrants that on the effective date of this Lease she is the sole owner of the demised premises in fee simple.

10. Landlord shall put Tenant in possession of the demised premises and covenants and agrees that during the continuation of this Lease Tenant shall have quiet possession and enjoyment of the premises.

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