

LESSOR'S
REMEDIES IN
EVENT OF
DEFAULT

17. In the event of any such default by Lessee and at any time thereafter Lessor may give Lessee written notice that Lessor elects to terminate this lease upon a specified date not less than ninety (90) days after the date of the giving of such notice (except in the case of a default for failure to pay rent or additional rent due hereunder, in which event such date shall be not less than forty-five (45) days from the giving of such notice) and this lease shall then expire and terminate on the date so specified unless such default shall have been cured within the applicable period provided in said notice. No default or failure to perform by Lessee shall be deemed waived unless waived by instrument in writing signed by Lessor, except that a default or failure to perform under subparagraphs (a) or (b) of the last preceding paragraph shall be deemed waived if such default or failure is fully and completely rectified before the expiration of the period specified in the notice given to Lessee of the termination of this lease.

RE-ENTRY BY
LESSOR

18. In the event this lease shall be terminated, or in the event that the premises and buildings or any part thereof shall be abandoned by Lessee, Lessor or their agents, servants or representatives may immediately or at any time thereafter without notice re-enter and resume possession of the premises and all buildings and improvements or any part thereof, and remove all persons and personal property of Lessee or others therefrom, either by summary dispossession proceedings or by suitable action or proceedings at law or by force or otherwise without being liable for any damages therefor. No such re-entry by Lessor shall be deemed an acceptance of a surrender of this lease or a liquidation or satisfaction to any extent whatsoever of Lessee's liability to pay rents as herein provided or Lessee's liability otherwise to the Lessor hereunder unless such termination is not due to any default on the part of Lessee.

RIGHT OF
LESSOR TO
RELET

19. In the event that this lease shall be terminated by Lessor on account of Lessee's default hereunder, or if the premises and buildings, or any part thereof, shall be abandoned by Lessee, Lessor may, at Lessor's option, in its own name, but as agent for Lessee if the lease be not terminated, or if the lease be terminated, in its own behalf, relet the whole or any portion of the premises and buildings for any period of time equal to or greater or less than the remainder of the then current term for any sum which it may deem reasonable to any tenant which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate, and in connection with any such lease Lessor may make such changes in the character of the improvements on the premises and buildings as Lessor may determine to be appropriate or helpful in effecting such lease. However, in no event shall Lessor be under any obligation to relet the premises and buildings, or any part thereof, for any purpose which Lessor may regard as injurious to the premises and buildings or to any tenant which Lessor, in the exercise of reasonable discretion, shall deem to be objectionable. Lessor shall not in any event be required to pay Lessee any surplus of any sums received by Lessor on a reletting of the premises and buildings in excess of the rent reserved in this lease.