

be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Landlord nor the Tenant shall have any rights in or to any award made to the other by the condemning authority.

ARTICLE XI
DEFAULT BY TENANT OR LANDLORD

1. In the event the rent specified in Article III is not paid at the time and place when and where due, OR the leased Premises shall be deserted or vacated, OR the Tenant shall fail to comply with any other term or condition of this Lease, and shall not cure such failure within Thirty (30) days after written notice to the Tenant of such failure to comply, OR Tenant shall become insolvent or make a transfer in fraud of creditors, OR Tenant shall make an assignment for benefit of creditors, OR a receiver is appointed for a substantial part of the assets of Tenant, OR the leasehold interest is levied on under execution, then and in any one or more of said events, Landlord shall have the option, in addition to and not in limitation of any other remedies permitted by law or by this Lease, to:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, (as more fully set out in Article XII) by force if necessary, without being liable to prosecution or any claim for damages therefor; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such Lease termination, whether through inability to relet the Premises or through decrease in rent, or otherwise.

(b) Enter the leased Premises as the agent of the Tenant, and after making any alterations or repairs that Landlord deems necessary to relet the premises as the agent of the Tenant, and receive the rent therefor, and the Tenant shall pay the Landlord any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the office of Landlord or his agent.

2. Should the Landlord default or violate any of the terms of this Lease and not correct such default or violation within Thirty (30) days after receiving written notice thereof from the Tenant, then the Tenant, in addition to other remedies at law or equity, may correct such default or violation at the cost of the Landlord or may cancel this Lease, all of the aforesaid being subject to the provisions of this Lease.