

## TITLE TO REAL ESTATE

The Tenant hereby agrees to indemnify and save Landlord harmless from all liability for damages to any person or property arising from any kind of injury or damage to any person or property on account of the use or condition of the leased premises, including the sidewalk, or any of the fixtures, signs, equipment, stairways, or entrances therein or thereto.

FORFEITURE OF TERM

23. In case Tenant shall fail to pay to Landlord the rent or other sums payable hereunder to Landlord as and when due and payable hereunder and such defaults shall continue for a period of fifteen days after written notice thereof shall be given by Landlord to Tenant, or in case the Tenant shall fail to comply with any provision or condition of this lease on its part to be kept and performed, other than those requiring the payments of rents or other sums, and such default shall continue for a period of thirty days after written notice thereof shall be given to Tenant by Landlord, specifying the nature of the alleged default, then upon the happening of any such event the term hereof at the option of Landlord, to be evidenced by written notice received from Landlord, shall cease and determine and from thenceforth it shall and may be lawful for Landlord to reenter the premises leased and the same to have again, repossess and enjoy. Landlord shall not be entitled to recover possession of the leased premises or to take any other action for the purpose of terminating this lease or recovering such possession based on any alleged default by Tenant hereunder unless Tenant shall be notified in writing of such alleged default and shall fail to rectify or cure the same within the respective periods above mentioned.

Notwithstanding the foregoing, in case the default complained of shall be of such a nature that the same can not be rectified or cured within such thirty-day period aforesaid, then Landlord shall not have the right to take any of the foregoing actions by reason of such default if the Tenant shall in good faith have commenced within the said thirty-day period to rectify or cure the same and shall with all diligence prosecute the work until there shall have been full compliance.

REENTRY BY LANDLORD

24. In the event that the Tenant shall fail to pay the rental herein provided for or shall violate any of the other covenants herein contained, and shall fail to rectify or cure such defaults within the respective times herein specified after written notice from the Landlord, or if the premises are used for any other business than herein called for, or if said business is discontinued or the premises vacated except as herein provided before the expiration of this lease, or if the Tenant, its successors or assigns, is adjudicated a bankrupt, voluntary, or involuntary, and such involuntary proceeding is not vacated or dismissed within sixty days, or is adjudged insolvent, or makes a general assignment for the benefit of creditors, or if a receiver of the Tenant be appointed and such receivership not be vacated or annulled within sixty days, then and in any one of such events, the Landlord may either, by force or otherwise, reenter the premises within becoming liable to prosecution therefor, and (a) declare the fixed rent for the entire unexpired term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants. The Landlord may also re-let the premises as agent of the Tenant upon such terms as the Landlord shall consider reasonable and receive the rent therefrom applying the same first to the payment of such expense as the Landlord may be put to in reentering said premises and then to the payment of the rent for the entire term of said lease and said reentry shall not terminate this lease or be considered the acceptance by the Landlord of the surrender of this lease, or (b) the Landlord may, at its option, terminate this lease and repossess the leased premises either by force or otherwise after notice as aforesaid of its intention to terminate, and thence forth