

Tenant used in or incident to the operation of the leased premises being seized, sequestered or impounded by virtue of or under authority of any legal proceeding, which seizure, sequestration or impounding shall materially affect the possible continuation of the operation of the leased premises by the Tenant. Landlord, at its option, may exercise any one or more of the following options:

(1) Terminate Tenant's right to possession under this lease and re-enter and take possession of the demised premises and relet or attempt to relet said premises on behalf of Tenant, at such rent or under such terms and conditions as Landlord may deem best under the circumstances for the purpose of reducing Tenant's liability, and Landlord shall not be deemed to have thereby accepted a surrender of the premises, and Tenant shall remain liable for all rents and additional rents due under this lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this lease. At any time during such repossession or reletting, Landlord may, by delivering written notice to Tenant, elect to exercise its option under the following sub-paragraph to accept a surrender of the premises on behalf of Landlord.

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