

files in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of the Tenant and such appointment shall not be vacated or set aside within ninety (90) days from the date of such appointment, or if the Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement or if the Tenant shall abandon the demised premises or suffer the lease to be taken under any writ of execution and such writ is not vacated or set aside within ninety (90) days, then in any such event the party not in default shall have the right to terminate and cancel this lease, and if the Tenant is the party in default the Landlord, without excluding other rights or remedies that it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant, all without resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. If the Landlord should elect to re-enter as herein provided, or take possession pursuant to legal proceedings, Landlord may either terminate this lease or may from time to time without terminating this lease, make such alterations and repairs as may be necessary in order to relet the demised premises, and relet said demised premises for such term and at such rentals and upon such other terms and conditions as the Landlord may deem advisable. In the event of such reletting all rentals received by the Landlord shall be applied, first, to the payment of any indebtedness other than rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including the expense of alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be

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