

of creditors, or any sheriff, marshal, constable or keeper takes possession of the demised premises or property of the Lessee located thereon by virtue of an attachment or execution proceeding, or if any payment of rent shall be past due or unpaid for a period of thirty (30) days following receipt by Lessee of written notice thereof by Lessor, or if any of the terms or conditions of this Lease Agreement be violated and not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of the Lessor, terminate and the Lessor may thereupon lawfully enter into or upon the premises or any part thereof, repossess the same and expel Lessee therefrom, without prejudice to any other claim or remedies the Lessor may have for the collection of rent and/or for damages for breach of this Lease. Upon such termination, all installments of rent earned to the date of termination shall become due and payable. Should the Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease and institute suit for damages resulting from such breach, or it may from time to time, without terminating this Lease, relet said premises or any part thereof for the account of the Lessee for such terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its own discretion may deem advisable, and rentals from such letting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; and third, to the payment of any costs in such reletting. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, the Lessee shall pay such deficiency to Lessor. Such deficiencies shall be calculated and paid monthly. After an authorized assignment or subletting, the occurrence of any of the foregoing defaults shall affect this Lease only if caused by the Assignee or Sublessee and simultaneous notice of any such default shall be given by the Lessor, not only to the Assignee or Sublessee but also to the