

ing reasonable fees of attorneys, architects and agents, and also any other reasonable and legitimate expenses or commissions.

Subject to the right of redemption, if any, of the Lessee under present or future law, no receipt of monies by the Lessor from the Lessee after the termination of this Lease in any lawful manner shall reinstate, continue or extend the term of this Lease, or affect any notice theretofore given to the Lessee, or operate as a waiver of the right of the Lessor to enforce the payment of the net rent or additional rent or other sum of money then due or thereafter falling due, or operate as a waiver of the right of the Lessor to recover possession of the demised premises by proper remedy; it being agreed that after the service of notice to terminate this Lease or the commencement of a suit or summary proceedings, or after final order or judgment for the possession of the demised premises, the Lessor may demand, receive and collect any monies due and thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such monies collected being deemed payments on account of the use and occupation of the demised premises, or at the election of the Lessor, on account of the liability of the Lessee hereunder. The Lessor shall be entitled to collect, receive, retain and enjoy as its sole and absolute property without any duty to account therefor to the Lessee, any and all sums collected by the Lessor as rent or otherwise upon re-letting the demised premises after the Lessor shall resume possession thereof as hereinbefore provided, including, without limitation, any amounts by which the sums so collected shall exceed the continuing liability of Lessee under this Lease and any extensions hereof.

In the event of the commencement of any action to secure possession of the demised premises pursuant to any of the provisions of this Lease because of the default of the Lessee, or in the event that this Lease is terminated by the Lessor pursuant to any of the provisions of this Lease (except those provisions relating to bankruptcy and insolvency) the Lessee will not claim or assert that such termination or any action to secure possession of the premises has canceled or has affected the liability of the Lessee to continue to pay on the regular rent days herein provided, the amount of rent herein reserved, it being expressly agreed that notwithstanding any action to secure possession of the premises or termination of this Lease, the Lessee shall nevertheless continue to be liable for and to pay monthly to the Lessor the sums herein reserved as rent.

(CONTINUED ON NEXT PAGE)