

be levied upon or attached under process against the Lessee, not satisfied or dissolved within thirty (30) days therefrom; or if the Lessee shall fail to perform any of the other covenants and agreements herein contained for him to perform, the Lessor may, in any one of such events: (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 of collection of the rent, or to recover damages for breach of said covenants, and may re-enter the premises as agent of the Lessee upon such terms as the Lessor shall consider reasonable and receive the rent therefrom, applying the same first to the payment of such expense as the Lessor may be put to in re-entering and re-leasing said premises, and then to the payment of the rent for the entire term of said Lease, and said re-entry shall not terminate this Lease or be considered the acceptance by the Lessor of the surrender of this Lease, or (b) the Lessor may, at his option, terminate this Lease and repossess the demised premises, either by force or otherwise, without becoming liable civilly or criminally therefor, and thenceforth hold the same free from any rights of the Lessee to the use and occupancy of said premises; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts which, under the terms of this Lease, may be then due and unpaid for the time said demised premises were actually used and occupied.

11. The Lessee may, if he is not in default hereunder, at the expiration of this Lease, remove all of his trade fixtures, equipment, and appliances attached to or placed in the building upon the demised premises by him, provided that such removal may be done without damage to the premises other than surface damage, and provided

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