

Lessee's creditors, or if (in any proceedings based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee or the leased premises, or if any proceedings shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of law, or if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, then Lessor may, at Lessor's option, terminate this Lease, without further notice, and Lessor and Lessor's agents and servants may immediately, or at any time thereafter, re-enter the leased premises and remove all persons and property therefrom (by legal proceedings or by force or otherwise) without being liable to indictment, prosecution or damage therefor, or without terminating this Lease recover the leased premises as aforesaid and in that event Lessor agrees to use Lessor's best efforts to relet said premises on behalf of the Lessee at whatever rent, for a term that may be more or less than the expired portion of the within Lease, and upon such other terms, provisions and conditions as Lessor deems advisable, applying any moneys collected first to the payment of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, third in the payment of any real estate commission incurred by Lessor in such reletting and fourth, for the payment of any rental or other charges due hereunder and any other charges due to Lessor. Any surplus remaining thereafter shall be paid to Lessee and Lessee shall remain