

with or without process of law, and may remove all persons therefrom, and Lessee covenants in any such event peacefully and quietly to yield up and surrender the premises to Lessor.

RE-LETTING

21. If Lessor terminates the right of possession as provided in 19.1 or 19.2, Lessor may re-enter the premises and take possession of all thereof (including any and all equipment and apparatus thereon), may remove any portion of the equipment, machinery, or apparatus thereon which Lessor elects so to do, and may, but need not, sublet or re-let, for the account and benefit of Lessee, the premises or any part thereof from time to time for all or any part of the unexpired part of the then term hereof, or for a longer period for such rents and on such terms and conditions and to such persons and for such periods as may seem fit to Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care of diligence by Lessor in the reletting thereof. Lessor may collect the rents from such re-letting or subletting, and apply the same, first, to the payment of the expenses of re-entry and re-letting, including commissions to agents, and such expenses as Lessor may have incurred in putting the premises in good order and condition, or preparing or altering the same for re-letting, and all other expenses and charges paid, assumed or incurred by Lessor in or about re-letting the premises, and, secondly, to the fixed dollar rentals herein provided to be paid by Lessee, and in the event that the proceeds of such re-letting or subletting are not sufficient to pay in the foregoing, Lessee shall remain and be liable therefor, and Lessee promises and agrees to pay the amount of any such deficiency from time to time on the demand of Lessor, and Lessor may at any time and from time to time sue and recover judgment for any such deficiency or deficiencies. Any such re-letting may be for the remainder of the term or any renewal term of this Lease or for a longer or shorter period. Lessor shall be entitled, notwithstanding any other provision of this Lease, or Lessee's estate, to the extent permitted by law, the amount of damages which Lessor sustains by reason of Lessee's default, including the right to recover the difference between the total rent, taxes and charges which the Lessor is able to obtain in a new lease for the balance of the term. The acceptance of a

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