

Ninth: It is further agreed that in case default shall be made by Lessee in the payment of any of the rent herein provided for upon the date of same becomes due or payable, and if such default shall continue thirty (30) days after notice thereof in writing by the Lessor, its agents or attorneys, to said Lessee, or in case of any default in relation to liens as hereinbefore provided shall continue thirty (30) days after written notice, or if the Lessee shall fail to pay any of the rates, taxes or assessments herein provided for to be paid by him within the time herein provided for, or in the case of the sale or forfeiture of said demised premises or any part thereof, during said demised term for the non-payment of any tax, special assessment, rate, assessment, lien, claim or charge, or in case the Lessee shall fail to keep insured any building or buildings or improvements which may at any time hereafter be upon the premises, or fail in keeping or performing any of the covenants of this lease to be kept and performed by him, then, in that event, or either of such events, it shall be lawful for the Lessor at its election at or after the expiration of thirty (30) days' previous notice in writing to declare said demised term ended in and to said premises; and the buildings and improvements situate thereon, or any part thereof shall be and become the property of the Lessor, and said Lessor shall have the right to re-enter said premises and take possession of the same, together with all the improvements thereon, either with or without process of law, the Lessee hereby waiving any demand for possession of said demised premises and any and all buildings and improvements situate thereon, and the Lessee covenants and agrees that upon the termination of said demised term at such election of the Lessor, or any other way, the Lessee will surrender and deliver up said above described premises and property peaceably to said Lessor immediately upon said termination, and said Lessee shall be guilty of forcible detainer of said premises and subject to removal with or without process of law immediately upon the termination of said term. In the event of the termination of this lease at any time before the regular expiration of said demised term of ninety-nine (99) years for breach by the Lessee of any of the covenants herein contained, then in such case, all buildings, fixtures and improvements then situated on said premises shall revert with said premises to the Lessor as liquidated damages for said breach and become Lessor's property without compensation.

Time is specifically made of the essence of this agreement.

Tenth: It is mutually covenanted and agreed that the various rights, powers, options, elections appointments and remedies of the Lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of the other, or exclusive of the rights and remedies provided by law.

Eleventh: And it is further understood and agreed by the parties hereto, that the right given in this Lease to the Lessor to collect the rent under the terms hereof by any proceedings under the same, or the right to collect any additional moneys, payments or sums due under the terms of this Lease by any proceedings, or the right to enforce the terms and provisions hereof, shall not in any way effect the right of the Lessor to declare this Lease void, and the term hereby created ended, when default is made in the payment of rent, or is made by the Lessee in any of the terms and provisions hereof.

Twelfth: It is further agreed by and between the parties hereto, that in case the Lessor shall, without fault be made party to litigation commenced by or against Lessee or on account of any act of Lessee, then the Lessee shall pay all costs and attorney's fees incurred by or against the Lessor in connection with such litigation.