

appointed, and such bankruptcy or receivership is not vacated within ninety (90) days after such adjudication or appointment of receiver, as the case may be, the Lessor shall have the right to declare this lease to be at an end, provided this right be exercised within six (6) months after such adjudication or appointment of a receiver. Provided, however, that if the lease shall have been assigned in the manner herein permitted, in such event the adjudication of or appointment of receiver for, the original Lessee, shall not have the effect of permitting the Lessor to declare this lease to be at an end on account thereof so long as all terms and conditions of the lease have been performed.

The failure of the Lessor or the Lessee to take advantage of any default on the part of the Lessor or the Lessee, as the case may be, shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument, be construed to waive or lessen the right of the Lessor or Lessee to insist upon the provisions hereof.

This lease provides for a continuation of occupancy of the demised property by Lessee after the expiration of the aforesaid lease of September 24, 1936, as extended, but it is agreed that if for any reason that lease is cancelled prior to its term expiration date, then this lease shall not thereafter be effective.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and affixed their seals, and the Lessee has caused its corporate name to be subscribed and its corporate seal affixed