same is destroyed or substantially destroyed by fire or other casualty at any time after March 1, 2042.

- 12. TERMINATION BY LESSEE: Subject to the provisions of Paragraphs 22, 23 and 24 hereof, the Lessee shall have the right to terminate this lease on February 28, 1958, by giving to the Lessor notice of its intention so to terminate at least six (6) months prior to said date.
- 13. <u>LEASE NOT TERMINATED BY CASUALTY:</u> Damage to or destruction of the buildings or improvements now or hereafter upon the leased premises by fire or other casualty shall not terminate this lease, any law to the contrary notwithstanding.
- 14. <u>DISPOSITION OF BUILDINGS ON TERMINATION</u>: Upon the termination of this lease, whether by expiration of the term hereof or otherwise as herein provided, all improvements which may then be situated on the leased premises shall become the property of the Lessor.
- 15. WAIVER OF BREACH: Except as herein provided, no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
- agreed that if any default shall be made by the Lessee in any payment of rents, taxes, assessments, or any other sums herein stipulated and agreed to be paid by the Lessee, or the Lessee shall fail to keep and perform any other covenant, condition or agreement, herein provided on the part of the Lessee to be performed, and such default shall continue for a period of sixty (60) days, the Lessor may serve upon the Lessee written notice of such default; and if such default shall then continue without being wholly remedied for a period of sixty (60) days after the service of such notice and a copy of said notice shall have been mailed at the same time of its mailing to the

RHJ.