

*Eleventh.* In case of violation by the Tenant of the covenants, agreements and conditions contained in this Lease, or any or either of them, and upon failure to discontinue such violation within ten days after notice in writing of such violation addressed by the Landlord to the Tenant, at the demised premises or such other place as may be hereinafter designated in writing by the Tenant, this Lease shall thenceforth at the option of the Landlord become null and void, and the Landlord may re-enter without notice or demand, and the rent in such case shall become due, be apportioned and paid on and up to the day of such entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any breach of condition by the Tenant shall constitute or be construed as a waiver of any other condition or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this Lease null and void and to re-enter upon the demised premises after breach or violation.

*Twelfth.* It is further agreed by and between the parties hereto that if at any time during the term of this Lease the Tenant herein shall die or make any assignment for the benefit of creditors or be decreed insolvent or bankrupt by any court, Federal or State, of competent jurisdiction, or make any involuntary assignment of this Lease, the Landlord may, at his option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee or receiver, trustee or other person in charge of the liquidation of the property of the said Tenant or his estate, or upon the heir, executor or administrator, or assignee, as the case may be, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the said Tenant, or his legal representatives.

*Thirteenth.* If the property, or any part thereof, wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain, the Tenant shall have no claim or interest in or to any award of damages for such taking, and, at the election of the Landlord, this Lease shall forthwith terminate.

VOL 1023 PAGE 779