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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 reenter upon the demised premises after breach or violation.

ELEVENTH: 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.

TWELFTH: In the event the demised premises shall be destroyed completely or rendered wholly unfit for occupancy by fire or other casualty during the term of this lease, the Landlord shall, insofar as any insurance proceeds are available and sufficient, use the same to restore said premises.

In the event the premises shall be only partially destroyed or rendered partially unfit by fire or other casualty, the insurance proceeds payable to Landlord shall be used to restore said premises insofar as said insurance proceeds are available and sufficient.

Until such time as the premises are restored or rebuilt, the rental shall be apportioned according to the part of the premises, if any, which are actually being used and occupied by the Tenant.

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