

the covenants herein contained on the part of the Lessee to be kept and performed, or if the Lessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or insolvency, or shall be adjudged bankrupt, or if a permanent receiver of the property of the Lessee shall be appointed or the Lessee shall be declared bankrupt or insolvent according to Law, or if the estate hereby created shall be taken by process of law, or if the leased premises shall be deserted or vacated, then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, the Lessor shall be at liberty thereupon or at any time thereafter, while such default, assignment, insolvency, legal proceedings, desertion, vacancy or neglect shall continue or be in effect, and without demand or notice, to enter upon and into the said leased premises or any part thereof in the name of the whole, or otherwise to recover possession of said premises discharged of this lease, without prejudice, however, to the Lessor's claims for rent or other claims for breach of covenant hereunder, it being expressly understood and agreed that this lease shall not continue or inure to the benefit of any assignee, receiver or trustee in bankruptcy, excepting at the option of the Lessor.

The Lessor and the Lessee further covenant and agree that in case the demised premises shall be damaged by fire or other casualty so as to render them untenable, unless such damage shall have been caused by the neglect, default or misuse thereof by the Lessee, a just abatement of the rent shall be made until the same shall be repaired by the Lessor, provided, however, that the Lessor may elect not to repair the same, in which event this lease shall terminate as of the time of said damage.

Riders in writing attached to the margin hereof and attested by initials or other identifying marks adopted for that purpose by the parties shall be deemed to be a part of this indenture and shall, if inconsistent with any part of this indenture, be controlling and in amendment or modification thereof.

It is mutually covenanted and agreed between the Lessor and the Lessee that the respective successors and assigns of the Lessor and of the Lessee, or if the Lessee shall be a natural person, his executors, administrators and

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