

Lessor and Lessee hereby waive any and all rights of recovery against the other for or arising out of damage to or destruction of the demised premises, or the building and improvements thereon, and any other of their property from causes then included under standard fire and extended coverage insurance policies or endorsements. If any additional premium is required to effectuate such waiver, then such additional premium shall be paid by the beneficiary of such waiver of subrogation.

15. Condemnation: If all or any portion of the demised premises is taken under any condemnation or eminent domain proceeding and if the remaining portion thereof is untenable, unusable or inadequate for Lessee's purposes, this lease shall terminate on the date which said premises or such portion thereof is so taken and the rental shall be accounted for between the Lessee and Lessor as of such date.

In the event of a termination of this lease, as hereinabove provided, it is understood and agreed that any such termination shall be without prejudice to the rights of either the Lessor or Lessee to seek a separate award and recover from the condemning authority compensation for such damage caused by condemnation, it being further understood and agreed that neither shall have any rights in the award made to the other by any condemnation authority, except as expressly provided for hereinabove.

16. Breach or Default:

(a) If at any time during the primary term hereof or any renewal term, proceedings in bankruptcy shall be instituted by or against the Lessee which results in adjudication of bankruptcy or if the Lessee shall file or any creditor of the Lessee shall file, or any person or persons shall file any petition under any Chapter of the United States Bankruptcy Act, as the