

to the whole of the improvements. In the event the permanent improvements should be totally destroyed by fire or other casualty, the rent shall be abated in its entirety and this lease shall terminate.

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 and, 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, in the sole judgment and discretion of the Lessee, 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 that this Lease shall not so terminate, the rent shall equitably abate from the date of such taking and Lessor shall at its own cost and expense restore the demised premises to a complete architectural unit, including improvements made by Lessee and in such case Lessee shall have no interest in the condemnation award.

16. Breach or Default: If at any time during the term hereof and any renewal, 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 the United States Bankruptcy laws, as the same are now in force or may hereafter be amended, and the Lessee shall be adjudicated bankrupt, or if a receiver of the business or assets of the Lessee be appointed and such appointment shall not be vacated within sixty (60) days after notice thereof to the Lessee, or the Lessee makes an assignment for the benefit

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