

- (d) The Landlord specifically agrees that the Tenant may sub-let the premises or assign this lease to any person, firm or corporation under the management of Eastern Management Corporation, whether such firm or corporation is now in existence or hereafter incorporated.
- (e) It is mutually agreed that if any installment of rent be past due and unpaid by the Tenant for a period of ten (10) days or on violation of any of the other terms and conditions of this lease, that is not credited within ten (10) days after written notice by the Landlord to the Tenant, or if the business of the Tenant is discontinued or the premises vacated before the expiration of this lease, or should the Tenant, its successors or assigns, go into bankruptcy or be placed in the hands of a receiver or make any assignment of its property for the benefit of creditors, then, in any one of such events, the Landlord may, at his option:
 - 1. Declare the full rental price for the entire term immediately due and payable and resort to any legal remedy at law or in equity for the enforcement or collection of the rent, or to recover damages for the breach of said covenants; or
 - 2. Declare this lease terminated and enter and take possession of the leasehold premises and henceforth hold the same free from the rights of the Tenant, or its successors or assigns, to use said demised premises; but the Landlord shall, nevertheless, have the right to recover from the Tenant any and all amounts which, under the terms of this lease, may then be due and unpaid for the use of the demised premises.
- (f) It is mutually understood and agreed that the failure of the Landlord or of the Tenant to take advantage of any default on the part of the other shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the rights of the parties hereto to insist upon the provisions hereof.
- (g) 1. In the event the demised premises shall be damaged or destroyed by fire or other unavoidable casualty during the term of this lease so that the same cannot reasonably be rendered fit for use within sixty (60) days thereafter, this lease may be then and there terminated by either the Landlord or Tenant upon the giving of written notice by one to the other within thirty (30) days after the date of such fire or other unavoidable casualty.