

ELEVENTH. It is further agreed by and between the parties hereto that if at any time during the term of this Lease the Tenant shall 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.

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TWELFTH: That if, during the term of this lease or any renewed term thereof, part of the useable floor area (not exceeding 10% of the useable warehouse space) in the buildings on said property shall be taken in any proceedings by the public authorities by condemnation or otherwise, or be acquired by quasi-public purposes, then the Landlord agrees that within a period of six (6) months from the date of the effective loss of the use of said useable floor area by the Tenant, it will replace said useable floor area. Should the said Landlord fail to replace the part of useable floor area so taken within a period of six (6) months as provided for above, Tenant may at its option terminate this lease. That if, during the term of this lease or any renewed term thereof more than 10% of the useable warehouse space in the building on this property shall be taken in any proceedings by the public authorities by condemnation or otherwise, or be acquired for quasi-public purposes, then this lease may be terminated at the option of either the Tenant or the Landlord.

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