

under when the same shall be due and payable; or shall fail to perform any of the covenants contained herein on its part to be performed and observed and such failure shall not be remedied within 25 days after receipt by Lessee of written notice thereof given by Lessor or Assignee; or if Lessee shall make an assignment for the benefit of creditors or be adjudicated bankrupt, or if any trustee or receiver shall be appointed for Lessee or any substantial part of its assets and any such trustee or receiver shall not be discharged within 30 days; or if Lessee shall commence as a debtor any proceedings under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect; or if any such proceedings shall be commenced against Lessee, or any such trustee or receiver shall be appointed, and Lessee shall by any act or failure to act indicate approval of, consent to, or acquiescence in, such proceedings or in the appointment of any such trustee or receiver, or if any such proceedings brought against Lessee shall be approved by any court or shall remain undismissed for 30 days; or if any warrant of attachment shall be issued against any substantial part of the property or assets of Lessee, and shall not be released within 30 days after its levy; or if any substantial obligation or liability for borrowed money or any substantial indebtedness on any lease, of Lessee, shall become or be declared due and payable prior to its stated maturity date or date when payment thereof would otherwise be due; then, in any such event, this Lease shall forthwith terminate upon written notice to that effect to Lessee by Lessor or Assignee, and Lessee shall immediately vacate the Properties and deliver possession thereof to Lessor, but nevertheless Lessee shall remain liable for the unpaid rentals and all other sums payable by Lessee hereunder, as such rentals or other sums shall become due. There shall be credited against such unpaid rentals and other sums the net proceeds realized from the leasing of the Properties to any third party during the remainder of the term of this Lease, after first deducting from such proceeds all costs and expenses incurred in connection with such leasing, attorneys' fees, brokerage and expenses of keeping the Properties in good order or preparing the same for leasing. Lessor shall have the right but shall not be obligated to lease the Properties, before proceeding against Lessee on Lessor's claim for unpaid rentals and other sums due hereunder.

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