

nor shall lapse of time after breach of condition by the Lessee before the Lessor shall exercise its option under this paragraph operate to defeat the right of the Lessor to declare this Lease null and void and to re-enter upon the demised premises after breach or violation.

THIRTEENTH. It is further agreed by and between the parties hereto that, if at any time during the term of this Lease the Lessee herein shall die or 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 Lessor 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 Lessee 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 Lessee, or his legal representatives.

FOURTEENTH. If the property, or any part thereof, wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain, the Lessee shall have no claim or interest in or to any award of damages for such taking, and, at the election of the Lessor, this Lease shall forthwith terminate.

FIFTEENTH. In case of the destruction of said building or premises by fire or the elements, during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises demised wholly untenable or unfit for occupancy, or should they be so badly damaged that the same cannot be repaired within ninety days from the happening of such damage, then and in such case the term hereby created shall cease and become null and void from the date of such damage or destruction, and then the Lessee shall immediately surrender said premises and all his interest therein to the Lessor, and the Lessee shall pay rent within said term only to the time of such surrender; and in case of such destruction or partial destruction, the Lessor may re-enter and repossess said premises discharged from this Lease and may remove all parties therefrom. But should said premises be repairable within ninety days from the happening of said damage, the Lessor may enter and repair the same with all reasonable speed, and the rent shall not accrue after said damage or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if said premises shall be so slightly damaged by fire or the elements as not to be rendered untenable and unfit for occupancy, then the Lessor agrees to repair the same with reasonable promptness, and in that case the rent accrued and accruing shall not cease or determine. The Lessee shall immediately notify the Lessor in case of fire.

SIXTEENTH. In the event the Lessee shall continue to remain in and occupy said premises after the expiration of the term of this Lease, such holding over shall not in any way be construed as a renewal or extension of the term of this Lease, but such holding over shall constitute a tenancy from month to month only, but subject to all of the covenants and conditions of this Lease, other than those relating to the term hereof, for which tenancy the Lessee agrees to pay to the Lessor as rental for said premises and/or liquidated damages the sum of the amount of the monthly rental, payable in advance.

SEVENTEENTH. The use of the premises herein leased is subject to any applicable zoning or regulations and setback lines of any governmental authority.

EIGHTEENTH. No rights are conferred upon the Lessee until this Lease has been signed by the Lessor, and a copy of the Lease delivered to the Lessee.