

premises in as good condition as they shall have been in at the time of the beginning of the term of this lease, natural wear and tear alone excepted.

10. The Lessee covenants and agrees that he will furnish at his own expense during the term of this lease all gas, water, and lights used on said premises. If Lessee fails to pay the same, the Lessor may at its option pay the same and such payments shall be added to the rental of the premises.

11. Should the building on the leased premises be totally destroyed or damaged by fire, lightning, windstorm or other casualty as to render the same substantially unfit for occupancy by the Lessee in his business thereon, this lease may at the option of the Lessor or Lessee be terminated and the rental shall be accounted for as between Lessor and Lessee as of that date.

12. If the Lessee shall fail to pay any instalment of rent within ten (10) days after written notice thereof, or if the Lessee goes into bankruptcy or receivership, voluntarily or involuntarily; if the Lessee takes advantage of any debtor relief proceedings under any present or future law whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Lessee makes an assignment for the benefit of creditors; or if the premises or Lessee's effects or interest therein should be levied upon or attached under process against the Lessee, not satisfied or dissolved within thirty days therefrom; or if the Lessee shall fail to perform any of the covenants and agreements herein contained, the Lessor may in any one of such events: (a) declare the fixed rent for the entire unexpired term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement of collection of the rent, or to recover damages for breach of said covenants, and may re-enter the premises as agent of the Lessee upon such terms as the Lessor shall consider reasonable and receive the rent therefrom, applying the same first to the payment of such expenses as the Lessor may be put to in re-entering and re-leasing said premises, and then to the payment