

4. In the event the building or buildings located upon the premises shall be damaged by fire or other casualty, the same shall be repaired, as speedily as possible after notice is given to the Lessor by the Lessee, at the expense of the Lessor, and a just and proportionate part of the rental shall be abated until the premises have been put into complete repair. If the said building or buildings be totally destroyed by fire or other elements at any time prior to the end of this Lease, the Lessor may, at his option, terminate this Lease or may reconstruct the building or buildings as they previously were constructed as rapidly as may reasonably be possible and continue this Lease in force, provided he notifies the Lessee within fifteen (15) days in writing of his intent either to rebuild or cancel the Lease, and provided further that such construction shall start within not less than thirty (30) days. In such event, however, the Lessee shall not be chargeable with rent for such period as the building or buildings were unfit for occupancy.

5. Lessee agrees to make all repairs upon said premises during the term and to deliver the same to the Lessor at the expiration of this Lease in as good repair as when received by said Lessee, ordinary wear and tear excepted.

6. It is agreed that if Lessee fails to pay the rental herein reserved or any part thereof when due, this Lease is, at the option of the Lessor, terminable upon ten (10) days notice to Lessee in writing, and the Lessor, in person or by agent, shall have the right to take immediate possession of the premises without process of law.

7. If a petition in bankruptcy shall be filed by Lessee or Lessee shall file any petition or institute any proceedings under any insolvency or bankruptcy act, or if Lessee shall