

good repair and condition as they were at the commencement of this lease, reasonable wear and tear, damage by fire or other casualty, or act of God excepted.

IX

In the event that any installment of rent shall be past due for a period of over one month; or in the event of any breach or default of any other covenant herein contained to be performed or observed by the Lessee, and the Lessee, after written notice thereof, has not performed or observed such covenant within a reasonable time after said notice; or in the event of the bankruptcy of the Lessee, or if a receiver be appointed for the Lessee; or if the Lessee makes a general assignment of his property for the benefit of creditors, then and in any one of such events, the Lessor may, at its option, declare this lease terminated and enter and take possession of the demised premises as fully as if this lease had expired by its own terms and thereafter hold the same free of the rights or claims of the Lessee or his heirs or assigns, except that if any such breach or default, other than non-payment of rent, cannot be remedied by the Lessee with reasonable diligence within the time specified in said written notice, the Lessee may have such additional time as may, under the circumstances, be reasonably necessary to remove or correct such breach or default.

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In the event the demised premises, or any portion thereof, be partially destroyed by fire or other casualty so as to be temporarily unfit for occupancy or use, the rent or a fair and just portion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the demised premises are restored and made fit for occupancy and use by the Lessee, and the Lessor agrees to restore and repair said premises as speedily as possible. In

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