The Lessee agrees to keep the premises in good repair and it is expressly understood and agreed that upon the termination of this Lease the Lessee is to deliver the premises to the Lessor in as good repair as they were at the commencement of this Lease, reasonable wear and tear excepted.

VI.

The Lessee covenants and agrees that he will save harmless and indemnify the Lessor from and against all losses, liability or expense that may be incurred or in any way growing out of the use, misuse or abuse of the premises hereby leased.

VII.

It is further understood and agreed that should any installment of rent be past due and unpaid by the Lessee, or should the Lessee fail to perform any of the other terms of this Lease to be performed by the Lessee, or in the event the business is discontinued or the premises vacated before the expiration of this Lease, or should the Lessee go into bankruptcy, voluntary or unvoluntary, or be placed in the hands of a receiver, or make a general assignment of the property for the benefit of his creditors or file any petition involving the insolvency of the Lessee, then and in that event the Lessor, at his option, may declare this Lease terminated or declare the full rental price for the entire terms due by the Lessee unto the Lessor.

## VIII.

Failure of the Lessor to take advantage of any default on the Part of the Lessee shall not be construed as a waiver the reof, nor shall any custom or practice which may grow up between the

(continued on next page)

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