

Lessor shall promptly restore and repair the same, and the rents herein provided for or a proportionate part thereof, in the event the building is suitable for partial occupancy, shall be abated until said building has been restored. If during the term of this lease the building thereon shall be totally destroyed or damaged to an extent exceeding eighty per cent (80%) of the value thereof, the rent provided herein shall be abated until said building shall have been restored by the Lessor, however, provided that in such event either party, at its option, may terminate this lease by giving the other party written notice of termination;

(c) In case of bankruptcy or any insolvency proceedings against the Lessee, this lease shall not be deemed an asset that can be passed to creditors or their representatives and that the Lessor shall have the right within ten (10) days after the Lessee shall have been adjudicated a bankrupt or placed in the hands of a receiver or appointed trustee, or made an assignment for the benefit of creditors to terminate this lease by written notice to the Lessee or the receiver or trustee of Lessee's business;

(d) If the rent herein provided to be paid by the Lessee shall not be paid within fifteen (15) days after due date, provided written notice of such payment is given to the Lessee, or if the Lessee shall fail to perform any of the other covenants and agreements herein contained within twenty (20) days after written notice of such failure, the Lessor, at his option, may declare this lease terminated and may enter the premises and expel the Lessee therefrom without prejudice to any of the rights and causes of action which the Lessor may have against said Lessee on account of such default;

(e) The breach of any covenant of this lease, except as otherwise provided in this section, shall give the aggrieved party the right to terminate and cancel this lease at any time after the expiration of thirty (30) days from written notice to the party in default, if the party in default has not remedied the said default within the said thirty (30) days, or if the party in default has not commenced such act or acts as shall be necessary to remedy the default and shall complete such act or acts promptly and within a reasonable time.

7. The Lessor covenants and agrees that he is the owner of the premises and property hereby leased and demised and as such has a good and sufficient right to make this lease; that the said premises and property are free and clear of any and all encumbrances; and that the Lessee, paying the rents and keeping and performing the covenants and agreements herein