

5. Tenant shall be responsible for and pay all ad valorem taxes on the real estate herein described and improvements thereon.

6. During the term of this lease, Tenant shall keep the building and improvements on the leased premises adequately insured against loss by fire or other casualty, and in the event of any loss as a result of which insurance proceeds are payable, Tenant shall use said proceeds forthwith to repair or replace the buildings or improvements damaged. Tenant shall hold Landlord harmless from any claim, demand or suits connected with or arising from the use of the premises or the buildings.

7. In the event the demised premises are destroyed or damaged by fire or other casualty, the rent herein provided shall be proportionately reduced until said premises have been restored.

8. In the event of failure of the Tenant to pay the rental when due, or in the event the business of the Tenant is discontinued or the premises vacated before the expiration of this Lease, or the Tenant goes into voluntary or involuntary bankruptcy or receivership or makes a general assignment for the benefit of creditors, or files or has filed against it a petition pursuant to any federal or state law for the extension of its debts or for an arrangement or reorganization, or if the stock of goods, wares, merchandise or personal property located on the demised premises should be seized under attachment, execution or other process and be not vacated or such property released within fifteen (15) days, then and in any one of such events, the Landlord may, after giving ten (10) days' written notice by registered mail of its intention to do so, either (a) declare the full rental price for the entire term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the rent (this provision being supplemental to and not in lieu of the lien created in favor of the Landlord by statute), or to recover damages for the breach of said covenants, or (b) declare this lease terminated and take possession of the demised premises and thenceforth hold the same free and clear of any claim or right of Tenant, its successors and assigns, but with the right, nevertheless, of Landlord to recover from the Tenant any past-due rentals.

9. Landlord warrants that on the effective date of this lease it will be the sole owner of the demised premises in fee simple,

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