and xthexxxxing and plumbing and at the expiration of this Lease to deliver the premises to the Landlord in as good condition as when received, reasonable wear and tear excepted. It is understood and agreed, however, that the Landlord shall not be required to make inspections to determine the necessity of repairs and that he shall not be liable for any damage or loss resulting from his time failure to repair until after the lapse of a reasonable/after receipt of notice of the necessity of repairs.

- 7. Should the building, or any substantial part thereof, be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the building is restored and made fit for occupancy or use. Should the building be totally or so substantially destroyed by fire or other casualty as to be totally unfit for occupancy or use, this Lease shall be terminated at the election of either party upon giving notice thereof to the other party.
- 8. This Lease shall not be assigned nor shall the premises or any part thereof be sublet without the written consent of the Landlord; provided, however, that nothing herein shall be construed to prevent the Tenant from permitting an associate or partner to use a portion or all of the building along with him.
- 9. It is mutually agreed that if any installment of rent be past due and unpaid by the Tenant for a period of thirty (30) days or on violation of any of the terms and conditions of this Lease which is not corrected within thirty (30) days after written notice by the Landlord to the Tenant, or if the premises are used for any business other than that specified herein, or