

called upon to make any inspection of said building, nor shall the Landlord be liable for any damages from leaks or other damages caused by the condition of said roof, outer walls, floors, gutters or downspouts, should any occur, except those which may occur due to the Landlord's negligent failure to repair after a reasonable time in which to make said repairs shall have expired after receipt of written notice by the Tenant.

5. 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 damages, 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 substantially destroyed by fire or other casualty so 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.

6. Permission is hereby given to the Tenant to assign this lease, or sublet any part of the premises, provided however, that the Tenant shall remain obligated for the performance of the covenants of this lease.

7. It is mutually agreed that if any installment of rent be past due and unpaid by the tenant for a period of thirty days, or on violation of any of the terms and conditions of this lease which is not corrected within thirty days after written notice by the Landlord to the Tenant, or the Tenant, its successors or assigns, go into bankruptcy, voluntary or involuntary, or are placed in the hands of a receiver, or make a general assignment of their property for the benefit of creditors, or file a petition pursuant to any State or Federal Law for extension of their debts, or for reorganization, or if their stock of goods, wares and merchandise located on the leased premises shall be seized under attachment, execution, or other process, and such attachment, execution or other process be not vacated or the property released within fifteen (15) days, then, and in any one of such events, the Landlord may, at his option, either: