

of or repairs to said portions of the building and shall not pay any damages from leaks or the condition of the roof, outer walls and down spouts should any occur, except damages due to the Landlord's negligence after notice in writing from the Tenant and a reasonable time to repair such portions of the building has expired.

(7) Except as herein provided, the Landlord shall not be called upon to make any repairs, improvements, or alterations during the term of this lease, and the Tenant agrees to take the storeroom and premises just as they stand.

(8) Except as herein stipulated, the Tenant agrees to make all repairs, improvements and alterations during the term of this lease at his own cost and expense.

(9) It is further understood and agreed that should any instalment of the fixed rent or percentage rent be past due and unpaid by the Tenant for a period of fifteen days after notice of such delinquency from the Landlord, 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 bankruptcy, voluntary or involuntary, or is placed in the hands of a receiver or makes a general assignment of his property for the benefit of creditors or files a petition pursuant to any Federal or State law for the extension of his debts or for reorganization, or if his stock of goods, wares and merchandise located on the leased premises should be seized under attachment, execution or other process and such attachment, execution or other process be not vacated or such property released within fifteen days, then and in any one of such events, the Landlord may,

(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 or to recover damages for the breach of said covenants; or

(b) declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free of any right of the Tenant, or his heirs and assigns, to use said demised premises, but the Landlord shall, nevertheless, have the right to recover from the Tenant any and all amounts which under the terms hereof may then be due and unpaid for the use of the demised premises.