notice by Lessee of needed repairs or replacements in which to make same, and that prior to such notice and the expiration of such reasonable time thereafter, Lessor shall not be liable for damage to persons or property or for consequential damages resulting from Lessor's failure to make such repairs or replacements. Lessee shall perform all other necessary maintenance, repairs or replacements to the Property of an ordinary and recurring nature.

- 7. Assignment and Subletting. Lessee shall have the right to assign this Lease or sublet all or any part of the Property provided that any such assignment or subletting shall not release Lessee from its liability under the Lease.
- Damage or Destruction by Casualty. In the event the Property is so damaged by fire or other casualty as to render it unfit for Lessee's occupancy, and the Property cannot in Lessee's reasonable estimation be restored in the same condition as immediately prior to such damage within sixty (60) working days from the date of such damage or if, in fact, the Property is not so restored within such 60-day period, then Lessee may, by giving written notice to Lessor within fifteen (15) days of such damage or within ten (10) days after the expiration of the abovementioned 60-day period, as the case may be, terminate this Lease, and Lessor shall refund any unearned rent paid in advance by Lessee calculated at a daily rate. Should this Lease not be so terminated or in the event of any lesser damage by any such cause, the Property shall be restored within a reasonable time by Lessor at Lessor's expense, and Lessee shall pay a prorata rental during the period of such restoration for such part of the Property as shall be fit for occupancy by Lessee.

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