rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of damage substained, shall be suspended and cease to be payable until said premises shall be rebuilt or made fit for occupancy and use by the Lessor; provided that if the repairs are not completed within ninety (90) days, Lessee may terminate the lease as of the date of the damage.

- 6. TAXES. The Lessors agree to pay all property taxes and assessments during the term of this lease.
- 7. INDEMNIFICATION. The Lessee hereby agrees to indemnify and save the Lessors harmless from any and all actions, liabilities, losses or litigation expenses arising out of, or connected with, Lessee's occupancy or use of the leased premises, and which results from any action or negligence of the Lessee, or its invitees.
- 8. <u>DEFAULT</u>. In the event of the failure of Lessee to make any rental payment due or failure to comply with any agreement or covenants herein made, and if Lessee should remain in default for a period of fifteen (15) days after written notice thereof to Lessee, or in the event that Lessee is placed in voluntary or involuntary bankruptcy or receivership, or is placed in any sort of insolvency or