

any claims, demands or suits of whatsoever nature arising out of and in connection with the occupancy of said premises by the Lessees.

Likewise, as a part of the consideration for said premises, the Lessees agree, at their expense, to maintain the buildings and improvements situate on said premises in a good state of repair, with the exception of the roof on the present building, said Lessor agreeing hereby to maintain said roof in a good state of repair but shall not be responsible for any loss or damage occasioned from leakage in said roof until and unless the Lessees shall first have given to the Lessor written notice of the defective condition of said roof and the Lessor allowed a reasonable time thereafter in which to repair the same, taking into consideration prevailing conditions as to availability of labor and material.

It is understood and agreed that the Lessees shall have the right to assign this lease in its entirety to any person, firm, or corporation purchasing the business of the Lessees or to any person, firm or corporation who will conduct a similar business in the premises, but provided, however, that in event of such assignment by the Lessees, the said Lessees shall remain liable to the Lessor for the rental as herein set forth. It is further understood and agreed that in the event Lessees desire to assign this lease to any person, firm or corporation who will conduct a different type of business, then the consent of the Lessor shall be necessary for such assignment.

It is understood and agreed that in the event the buildings now constructed or to be constructed upon said premises shall be only partially damaged by fire or other casualty during the term of this lease, in such event the Lessor will at its expense proceed to repair the same without unreasonable delay, taking into consideration availability of labor and material and during the period of time necessary to make such repairs, the rent shall