

notice of the defective condition of said roof or guttering and the Lessor allowed a reasonable time thereafter in which to make said repairs:

The Lessor shall not be responsible for the loss of or damage to property of the Lessee or damage to property of or injury to persons, occurring in or about the demised premises by reason of any existing or future condition, upon or in connection with said premises, or for the acts, omissions or negligence of the Lessee, its agents, employees or any member of the public having occasion to be in or upon said premises and the Lessee is to indemnify and save the Lessor harmless from any and all claims and liability for loss of or damage to property of or injuries to persons occurring in or about the demised premises.

It is understood and agreed that the Lessee shall not assign this lease or sublet the premises hereby leased without the written consent of the Lessor.

Should the building and other permanent improvements situate upon said premises be destroyed or damaged by fire or other casualty during the first ten years of the term hereby created or previous thereto to the extent of 50 per cent. or more of the total value thereof at the time of such destruction or damage, then and in such an event the said building and other permanent improvements shall be, by the Lessor, repaired, restored and made fit for occupancy and use within a reasonable time thereafter, provided same can be done at a cost not exceeding \$100,000.00, and in the event such cost will exceed \$100,000.00 the Lessor shall have the right and option either to cancel this lease (unless the Lessee furnishes such necessary cost in excess of, but not including, the first \$100,000.00 as hereinafter provided) or to repair, restore and make fit for occupancy said building and other permanent improvements, and provided further, however, that in the event such cost will exceed \$100,000.00 and Lessor desires to cancel this lease, Lessor shall so notify Lessee in writing within sixty days after such destruction or damage and thereupon and within thirty days