

The lessor covenants that at the time of the execution of this lease lessor is the owner of the demised premises, or controller by lease agreement, has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term. If the lessor is not the owner of the demised premises, lessor agrees to secure from the owner a consent in writing to the making of this lease, and further agrees that should lessor default in the payment of any rent due to the owner, the lessee may, at its option, pay said rent to said lessor's landlord, and the amount or amounts so paid shall be credited upon and deducted from the rent herein reserved to the same extent as if paid to the lessor in cash.

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Lessee shall have the right and privilege to assign this lease or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

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In the event of the total destruction of the buildings, improvements, and equipment on the premises by fire, or otherwise, or such partial destruction thereof as will render the same unfit in the judgment of the lessee for use and occupancy for the purposes for which they are being used under this lease, lessor shall within a reasonable time restore said buildings, improvements, and equipment to as good condition as they were prior to said destruction or injury, and during the period from the destruction or damage to the date of restoration, the rent shall abate. Should the lessor fail to restore the buildings, improvements, and equipment within a reasonable time, not exceeding sixty (60) days, then this lease may be terminated at the option of the lessee, and lessor shall incur no liability for failure to restore the buildings, improvements and equipment.

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