

**Destruction or damage to Premises** 17. If premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date. If premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Lessor shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall commence.

**Indemnity** 18. Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Lessor because thereof, including attorneys' fee and court costs.

**Governmental Orders** 19. Lessee agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Lessee's occupancy of said premises. Lessor agrees to promptly comply with any such requirements if not made necessary by reason of Lessee's occupancy. It is mutually agreed, however, between Lessor and Lessee, that if in order to comply with such requirements, the cost to Lessor or Lessee, as the case may be, shall exceed a sum equal to one year's rent, then Lessor or Lessee who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate the necessity of compliance with such requirements by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all costs of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

**Condemnation** 20. If the whole of the leased premises, or such portion thereof as will make premises unuseable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority.

**Assignment and Subletting** 21. Lessee may sublease portions of the leased premises to others providing such sub-lessee's operation is a part of the general operation of Lessee and under the supervision and control of Lessee, and provided such operation is within the purposes for which said premises shall be used. Except as provided in preceding sentence, Lessee shall not, without the prior written consent of Lessor endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any part other than Lessee. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of the Lessor. Assignee of Lessee at option of Lessor, shall become directly liable to Lessor for all obligations of Lessee hereunder, but no sublease or assignment by Lessee shall relieve Lessee of any liability hereunder.

**Removal of Fixtures** 22. Lessee may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof, remove all fixtures and equipment which he has placed in premises, provided Lessee repairs all damage to premises caused by such removal.

0866

4328 RV-21