

12. Liability for Damage; Indemnification. Lessee agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims due to injury of persons caused by the negligence of Lessee arising out of Lessee's occupancy and/or use of the leased premises, during the term of this Lease or extension hereof, or any other holdover occupancy.

Lessee further agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims of any kind or nature arising from Lessee's negligent use of the leased premises during the term of this Lease or any extension hereof, or any other holdover occupancy, and Lessee hereby waives all claims against Lessor for damage to goods, wares and merchandise and any and all other property due to any cause whatsoever, except the sole negligence of Lessor during the term of this Lease or extension hereof, or any other holdover occupancy.

13. Assigning and Subletting. Lessee may not sublet the leased premises or any part thereof or assign this Lease, without in each case the prior written consent of Lessor. Any transfer of this Lease from Lessee, by merger, consolidation, liquidation or otherwise by operation of law shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor. Any consent by Lessor to an assignment or subletting shall not constitute a waiver or the necessity for such consent to any subsequent assignment or subletting. In the event that Lessee shall at any time, during the term of this Lease or any renewal or extension hereof, or any other holdover occupancy, sublet all or any part of the leased premises or assign this Lease, either with the consent of Lessor, then, and in such event, it is hereby mutually agreed that Lessee shall nevertheless remain primarily liable under all of the terms, covenants and conditions of this Lease. If this Lease be assigned, or if the leased premises or any part thereof be subleased or occupied by anybody other than Lessee, Lessor may collect from the assignee, sublessee or occupant all rental or other charges herein reserved, but such collection by Lessor shall not be deemed an acceptance of the assignee, sublessee or occupant as a tenant nor a

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