

to repair, restore or replace the building so damaged, in which event Landlord will be entitled to all proceeds payable as a result of such casualty insurance.

13. Liability for Damage; Indemnification. Tenant agrees to indemnify Landlord against, and to defend and hold Landlord free and harmless from, any and all claims due to injury of persons (unless caused by the sole negligence of Landlord) arising out of Tenant's occupancy and/or use of the Leased Premises, during the term of this Lease or extension hereof, or any other holdover occupancy.

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

14. Assigning and Subletting. Tenant shall not sublet the Leased Premises or any part thereof nor assign this Lease, without in each case the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any transfer of this Lease from Tenant, 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 Landlord. Any consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. In the event that Tenant shall at any time, during the term of this Lease or any renewal or extension hereof, or any other holdover