

(c) It is, however, expressly understood and agreed, nothing hereinbefore contained which may appear to the contrary notwithstanding, that in any damage or destruction of the building and improvements at the time located on said leased premises shall occur during the last two (2) years of the term of this Lease, both Lessor and Lessee shall have the option, upon giving written notice of the exercise thereof to the other party, within thirty (30) days after the happening of such damage or destruction, to terminate this Lease, in which case any and all obligations of Lessor to restore said building and improvements shall likewise terminate. In the case of the termination of this Lease, Lessee shall be required to pay rent only up to the time of termination, and the portion of any rent paid in advance, apportioned as aforesaid, covering the period of time subsequent to such termination, shall be refunded by Lessor to Lessee.

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 or persons (unless caused by the sole negligence of Lessor) 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 use of the lease 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 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 shall not sublet the leased premises or any part thereof nor assign this lease, without in each case the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. 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 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 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

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