

interests may appear. Lessee may pay all charges incurred by reason of the deposit of said insurance policies or in the disbursement of funds received by said Trustee on said policies.

16. ASSIGNMENTS: Lessee further covenants that Lessee will not, except by way of mortgage of the leasehold estate to secure some actual indebtedness, assign or transfer this lease without the written consent of Lessor, unless there be at the time no existing default on the part of Lessee in observance of the conditions herein, nor unless the first building herein covenanted to be erected shall have been completed, nor unless the assignee of this lease shall expressly assume Lessee's engagements hereunder, nor unless Lessee shall have first placed in the hands of the Lessor for inspection a sufficiently executed instrument of assignment and assumption, which instrument shall be recorded at or about the time of its execution, but after any assignment made in conformity with the above conditions there shall be no further liability under this lease against Lessee herein named, and thereafter all liability shall rest upon the assignee.

17. INDEMNITY AGAINST COST OR CHARGES: Lessee further agrees that Lessee will pay and indemnify Lessor against all legal costs and charges, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said premises or any part thereof from any lien, judgments or encumbrances caused or suffered by the Lessee.

18. LEASE NOT TERMINATED BY FIRE: It is further covenanted and agreed that in case any improvements and buildings upon said premises shall be at any time damaged or destroyed by fire, or other casualty, this lease shall not thereby be terminated, any law to the contrary notwithstanding, nor shall there be any abatement of rent.