until such time that the premises have been restored to a useable state of condition.

IX.

It is further agreed between the parties that the lessors shall not have the right to terminate this lease or any of its terms or conditions except as hereinabove provided or for non-payment of the rental agreement. If is further provided that the lessee shall not have the right to terminate this lease except as hereinabove provided or for failure of the lessors to carry out any one of the provisions herein provided.

X.

The lessors covenant and agree to guarantee to the lessee a clear fee simple title to the within described premises and to bind themselves and their heirs and assigns to warrant and forever defend the title to said premises unto the lessee and his heirs and assigns from and against any and all persons whosoever may assert a claim thereto. The defense of said title shall be at the sole expense of the lessors and said defense must be carried out immediately upon such notice or the lessee, at his option, shall have the right to terminate said lease and to recover damages, if any, caused him.

XI.

It is further agreed between the parties that the lessee shall have the right to assign or sub-let the premises herein described but that the lessee under no condition can convey his personal liability under the terms of this lease without the written consent of said assignment by the lessors.

XII.

This agreement in all of its terms and conditions shall at all time be binding upon the heirs, executors, administrators or assigns of the lessee and the lessors.

IN WITNESS WHEREOF, the lessors and the lessee have hereunto subscribed their names this 3 day of July, in the year 1955.