

of curb attendants, taking customer orders on the outside of the premises, etc., at any time without first securing the written approval of the Lessor.

III.

LESSOR'S COVENANTS

As a part of the consideration for this Lease, the Lessor does hereby covenant and agree as follows:

(a) The Lessor shall pay all taxes and assessments levied against the leased property, or properties, of every kind and nature whatsoever as long as imposed upon the same as general property taxes (exclusive of taxes on income, or corporate, franchise, profits or revenue taxes), and shall be responsible for insuring, and keeping insured, the realty herein leased against loss or damages by fire or other casualty.

(b) The Lessor shall make any necessary repairs to the roof and exterior walls of the leased premises within a reasonable time after such necessity is called to its attention, but the Lessor shall not be liable for any damages resulting to the Lessees' property until it has had a reasonable opportunity to make such repairs.

IV.

MUTUAL COVENANTS

(1) The Lessor and the Lessees do hereby covenant and agree that should the leased property, or properties, or any substantial part thereof, be destroyed or so damaged by fire or other casualty to the extent that the same become unfit for occupation and use, the rent, or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the premises are restored and made fit for occupation and use. In the event that the leased premises are totally destroyed by fire or other casualty so as to be totally unfit for occupation and use, the Lessees shall have the right to terminate this Lease by giving written notice of such intention to the Lessor within ten (10) days from the date of the destruction of the same.