

become irreparable; provided, Lessee shall replace all broken dishes and silverware.

Section 7. UTILITIES: Lessee agrees to supply all water, electricity, heat and all other utilities to be used on the leased premises at her own expense. Lessee agrees to pay such utility charges incurred by her in the use and occupation of the said premises and not to allow any such charges to become a lien on the premises.

Section 8. ASSIGNMENT: The Lessee further covenants and agrees that she will not assign this Lease or sublet the premises or any part thereof without the written consent of the Lessors, and any such attempted assignment or subletting shall be totally null and void. Provided, however, it is agreed that Lessee shall have the right to assign this Lease to a bona fide purchaser of the restaurant business to be conducted on the leased premises, but by such assignment Lessee shall not be relieved of responsibility for the payment of the agreed rent.

Section 9. FIRE OR OTHER CASUALTY: It is agreed and understood that in case of destruction of said premises or part of them by fire or other casualty to the extent that the same shall become unsuitable or inconvenient for the business of the Lessee to be conducted that either party hereto may, at their option, terminate this Lease and in that event the Lessee shall not be held for any damage for the breach. In such event, however, all unearned rentals shall be returned to Lessee.

Section 10. INJURIES AND INDEMNITY FROM LOSS: Lessee covenants and agrees not to do or suffer anything done by which persons or property in or about or adjacent to the leased premises may be injured or endangered, and Lessee agrees to indemnify and save harmless the Lessors from any claim of any persons for injuries to life, person or property, by reason of anything done or permitted to be done or suffered, or omitted to be done by Lessee in and about the occupation of said premises. Lessee further