

to rebuild and restore said building or cancel said lease within ten days of the damage or destruction of said building. In the event the Landlord elects to rebuild and restore said building and make it fit for use and occupancy, the rent shall be suspended and cease to be payable until said building is rebuilt and restored.

In the event of disagreement under the terms of this Article No. 9, as to the extent of the damage or as to the amount of rent to be suspended pending the repair of the building, said dispute shall be determined by a majority of three appraisers, one of whom shall be appointed by the Landlord, one by the Tenant and the third by the two appraisers so chosen. The decision of said appraisers or a majority of them as to the extent of the damage or destruction or the fair and just portion of the rent to be suspended pending the repairs, shall be binding and conclusive on the Landlord and Tenant.

10. This lease shall not be assigned nor the premises or any part thereof sublet without the written consent of the Landlord, which consent shall be in writing, provided, however that said consent cannot be unreasonably withheld.

11. The Tenant shall bear at its own cost and expense any and all charges for fuel, heat, water, gas, electric lights and power used on the leased premises during the term of this lease.

12. The Tenant shall maintain public liability insurance coverage with limits of not less than Twenty-five Thousand/ Fifty Thousand with the policy so written as to provide for the protection of the Landlord against public liability arising out of this lease agreement or the ownership of the premises and buildings during the term of this lease, or shall save harmless the landlord from such liability.

13. The Landlord agrees to pay during the term of this lease all taxes and assessments of every kind and description that may be lawfully levied or assessed against the land and improvements thereon. The Tenant agrees to pay all license taxes and other taxes