

complete removal, by any cause covered by such insurance. Such insurance may extend for a reasonable removal time after termination of this Lease.

9. Should any part of the premises be destroyed by fire or otherwise rendered untenable, the Lessor may rebuild the same as soon as practicable and the rent payable hereunder shall abate from the date of destruction in proportion to the premises so rendered untenable bears to the entire premises, and all advance payments of rent, if any, covering periods subsequent to the date of such destruction shall be promptly refunded to the Lessee in the proportion aforesaid. Should a substantial part or the whole of the premises be so destroyed or rendered untenable, lessee may, at its option, either quit and surrender possession of said premises hereby leased without further liability, or, with the consent of the Lessor and Lessor's mortgagee (if any), agree that the said premises be restored to their original condition within one hundred twenty (120) days from the date of destruction; and in such an event, Lessee shall reoccupy the restored premises upon the terms and conditions herein set forth, the rent to commence from the date of such reoccupation.

10. In no event shall Lessee be liable for destruction or injury by fire to said premises, including the building in its entirety, its fixtures, appurtenances or contents, or any part thereof, which occurs during the term of this Lease or any extension thereof, unless the same results directly from willful acts or willful misconduct on the part of the Lessee, its servants or agents acting in the line and scope of employment; and in consideration of the covenants and conditions contained herein, Lessor for himself, his tenants, successors, subrogees and assigns, does hereby release and relieve of liability the Lessee for destruction and injury by fire of the premises, including the building in its entirety, its fixtures, appurtenances or contents, or any part thereof, arising out of its occupancy or use of the premises under the terms of this Lease Agreement, including careless or negligent acts or omissions of the Lessee, its servants, employees, or agents, except where said destruction or injury is caused by the willful acts of the Lessee, its servants or agents acting in the line and scope of employment.

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