

or rendered wholly unfit for occupancy, Lessee may terminate this lease in which case rents shall be paid only to the time of such destruction or casualty or Lessee may elect to have the Lessor rebuild the premises by giving notice of such election to Lessor within fifteen (15) days from the date of such destruction or casualty, in which case this lease shall continue, but the rent shall abate until the premises have been made tenantable. In the event Lessee elects to have the premises rebuilt Lessor agrees that he will within the space of 90 days from the date of Lessee's notice cause the premises to be rebuilt in substantially the same manner as before the destruction or casualty. Provided, however, that any delay in the completion of said building and improvements caused by a strike, lockout, flood, tornado or other act of God shall be excluded from the computation of the 90 days period.

6. All trade fixtures and equipment, including, but not limited to, shelving, ice cream and meat cabinets, cases, refrigeration equipment and machinery, and signs, neon or otherwise, installed and placed upon the premises by and at the expense of the Lessee, shall remain the property of the Lessee, and Lessee shall have the right to remove the same, provided it is not in default in the performance of any of its covenants hereunder.

7. That the Lessor shall not be liable to Lessee or to Lessee's employees, patrons or visitors for any damage to person or property caused by any action, omission or negligence of Lessee or any other tenant of said demised premises and Lessee agrees to hold Lessor harmless from all claims for any such damage, except claims arising out of improper maintenance or failure to make needed repairs to the foundation, exterior walls and/or roof of which Lessee has promptly upon discovery notified Lessor. Lessee agrees to carry public liability insurance naming Lessor as one of the insureds having a minimum coverage of \$100,000.00 for injuries to one person; \$300,000.00 for injuries to more than one person, in one accident, and \$5,000.00 property damage, and to furnish the Lessor with a copy of said insurance policy.

8. In case of default by the Lessee in any of the covenants on its part herein contained, Lessor may enforce the performance of this lease in any manner provided by law, and at the option of the Lessor, this lease may