

of any tax bill or other notice of tax due on demised premises, furnish LESSEE with a copy of such bill or notice. LESSEE shall pay all of such taxes when due and, on demand, shall furnish to LESSOR receipts evidencing such payment. If by law, any tax, assessment or other public charge may at the option of the taxpayer be paid in installments, LESSEE may exercise such option and in such event LESSEE shall pay such installments as become due during the term of this Lease or any extension thereof, and LESSOR shall pay the remaining installments. Taxes for first and last years shall be prorated. LESSOR hereby grants to LESSEE authority to protest any taxes which LESSEE believes to be unreasonable, provided LESSEE shall in no way encumber the property thereby.

LESSEE further covenants and agrees to pay for all water, gas, power, electric current, and all other utilities served to the demised premises during the term hereof. During the term of this lease or any extension thereof, LESSOR shall, at LESSEE'S request, grant to any utility company so requiring it such easements and rights-of-way as may be so required.

LESSEE shall, at its own cost and expense, maintain the demised premises including all adjacent sidewalks in good order and condition, including interior and exterior walls and roof.

XIII INSURANCE

From and after the date LESSEE commences to pay rent, LESSEE will, at LESSEE'S own cost and expense, carry and maintain fire insurance with extended coverage endorsement for the benefit of LESSOR and LESSEE on all ^{ninety (90%)} ~~eighty percent (80%)~~ buildings erected upon the demised premises in an amount equal to at least ~~eighty percent (80%)~~ of the full insurable value thereof, excluding foundation and excavation costs. As often as any such policy or policies shall expire or terminate, renewal or additional policies shall be procured by LESSEE in like manner and to like extent. Proceeds of any such policies, in the event of fire or other casualty, shall be payable to LESSOR and LESSEE as their respective interests may appear.

LESSEE may, at its option, bring its obligations to insure under this article within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interests of LESSOR shall thereby be as fully protected as they would be otherwise if this option to LESSEE to use blanket policies were not permitted. It shall be the duty of the LESSOR to keep the LESSEE informed at all times as to whether or not the amount of fire and extended coverage is sufficient to comply with the provisions of this Article.

It is further agreed by and between the parties hereto, that each of said parties hereby waive any and all right of recovery against one another, based upon the negligence of either party, their agents, servants or employees, for real and personal property loss and damage occurring to the premises, or any part thereof, from perils insured against in standard fire and extended coverage, vandalism and malicious mischief insurance contracts.

LESSOR and LESSEE further agree to exert all reasonable efforts in good faith to cause their individual insurance contracts to be so endorsed to acknowledge that in fact, prior to the time any insurance loss or damage has occurred, each has waived the right of recovery against the other.

XIV REMEDIES ON DEFAULT

In the event of any breach of this lease by LESSEE, which shall not have been cured within twenty (20) days after LESSEE shall have received written notice of such breach (or if such breach is not in payment of money, if within such

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