

premises as it may deem necessary or expedient in the operation of the leased premises, provided the Lessee, without the written consent of the Lessor, shall not tear down, or materially demolish any of the improvements on the leased premises, or make any material change or alteration in such improvements which, when completed, would substantially diminish the value of the leased premises.

11. Utilities. The Lessor shall not be required to furnish to the Lessee any facilities or services of any kind, such as, but not limited to, water, electricity, gas, heat, power, sewer, trash and garbage disposal.

12. Taxes. The Lessee, in addition to the fixed rent provided for herein, shall pay all taxes and assessments upon the leased premises, and upon the buildings and improvements thereon, which are assessed during the lease term. All taxes assessed prior to but payable after the effective date of the lease term, and all taxes assessed during the term but payable after the lease term, shall be adjusted and prorated, so that the Lessor shall pay its prorated share for the period prior to and for the period subsequent to the lease term and the Lessee shall pay its prorated share for the lease term.

13. Fire or Other Casualty Losses.

- (a) In the event of damage to or destruction of any building or improvements on the leased premises by fire or other casualty, the Lessee, at its sole expense, shall promptly restore the leased premises as nearly as possible to its condition prior to such damage or destruction. All insurance proceeds received by the Lessor pursuant to the provisions of this Lease, less the cost of any such recovery, shall be held in trust and applied by the Lessor to the payment of such restoration, as such restoration progresses.
- (b) If at any time within 18 months prior to the end of the initial or any renewal term, and provided the Lessee shall not have served upon the Lessor notice of renewal or extension as herein provided, the building on the leased

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