

7. Lessee agrees to maintain the improvements on the premises in their present condition with the exception of ordinary wear and tear and to pay for all utilities used on the demised premises during the term of this lease.

8. Lessee shall not be liable for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, irrespective of whether such loss or damage results from the negligence of the Lessee or any of the Lessee's agents, servants, employees, licensees, or contractors.

9. If the building on the leased premises shall be partially damaged by fire, or other casualty, to an extent that it is temporarily unfit for occupancy, the Lessor agrees:

- a. That it will promptly repair the same; and
- b. The rent, or a proportionate part thereof, shall be abated until such repairs are made.

If said building on the leased premises shall be totally destroyed, or substantially damaged by fire or other casualty, to the extent that it is rendered untenable, then it is agreed:

- a. The rent or a proportionate part thereof shall be abated until such building shall have been restored by the Lessor; or
- b. Upon the building being totally destroyed or substantially damaged by fire or other casualty so as to render it untenable, either the Lessor or the Lessee may declare this lease terminated. It is understood, however, that said Lessee may not terminate this lease once the Lessor has incurred any expenses or obligations in connection with the restoration of said building.

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