- 9. <u>UTILITIES AND HEAT</u>. Tenant shall pay all charges for gas, water, fuel and electricity used by it on said premises during the term of this agreement.
- 10. <u>DAMAGE CLAUSE</u>. Should the building constructed on the premises herein demised be partially destroyed by fire or other casualty, the Landlords will, with all due diligence, at their own expense, repair or restore the same so that thereafter the property shall be substantially the same as prior to such damage or injury. In such event, the rents shall abate in proportion to the restrictive use by the Tenant prior to the repair or restoration.

Should said building be so extensively damaged by fire or other casualty as to require rebuilding then the Landlords shall promptly, at their expense, restore or rebuild the same so that thereafter the property shall be substantially the same as prior to such destruction. The rent shall cease and abate from the date of such destruction until the property has been rebuilt and possession tendered to the Tenant, and any rent paid in advance by the Tenant shall be refunded to it in such event; provided, however, that if such rebuilding requires more than 120 days, then and in such event the Tenant may, at its option, terminate and cancel this lease.

INDEMNIFICATION AND INSURANCE. The Landlords shall not be liable for any damage to property or person by reason of the Tenant's occupancy of the leased premises, and the Tenant agrees to save Landlords harmless from all claims for damages to property or person occurring in or on the leased premises. The Tenant further specifically agrees that it will procure and