part thereof may be removed by it, but Lessee shall be under no obligation to remove the same and may, at its option part thereof may be removed by it, but heased small be moved no obligation to remove the same and may, at its option, surrender all or any part thereof with the Leased Premises. In case of damage or disfigurement to walls, ceilings or floors caused by such removal, the cost of repairing (but not redecorating) the same shall be borne by Lessee.

- 9. REPAIRS Lessor shall, at Lessor's expense, make all necessary structural and exterior repairs and replacements to the Leased Premises and the building included therein, including the roof, walls, window frames, exterior doors and frames, exterior water and sewage pipes and equipment, the septic system, exterior electrical power lines, conduits and equipment, foundations, adjoining sidewalks, and parking and service areas, if any. Except as herein otherwise provided, Lessee shall make all necessary repairs (other than those of a structural nature or those required to be made as a result of Lessor's failure to make Lessor's repairs? to the interior of said building so as to maintain the same at all times in good order and condition, reasonable wear and tear and damage by fire, other casualty and the elements excepted. excepted.
- 10. PARKING Lessor hereby leases and grants to Lessee a right for itself, its agents, employees and invitees, to

damage to the Leased Premises caused by the erection or removal thereof.

ETC. Lessor shall pay all real estate taxes and assessments levied, assessed or imposed upon the Leased Premises and upon all improvements erected thereon and all installments of principal and interest required under any mortgage or deed of trust and all rent reserved under all underlying leases affecting the Leased Premises as and when the same shall become due and payable. (See Rider Article 31)

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- 17. UTILITIES Except as otherwise provided herein, Lessee shall pay for all gas, electricity and other utilities used or consumed by Lessee in the Leased Premises provided the same are separately metered.
- 18. FIRE AND OTHER CASUALTY (a) Lessor shall at all times during the term of this lease, at Lessor's expense, keep the building and other improvements included in the Leased Premises insured against loss by fire, with extended coverage (and with war risk insurance, if made available through the Federal Government), in an amount sufficient to prevent Lessor from becoming a coinsurer but in no event less than 80% of the full insurable value of said building and other improvements, under policies written by a responsible insurance company or companies authorized to do an insurance business in the state where the Leased Premises are situated, said policies to provide (i) that payment for do an insurance business in the state where the Leased Premises are situated, said policies to provide (i) that payment for do an insurance business in the state where the Leased Premises are situated, said policies to provide (i) that payment for do an insurance business in the state where the Leased Premises are subtracted as against the Lessee where permissible under the laws of the state in which the Leased Premises are located.
- (b) In the event of total or partial destruction of said building or other improvements by reason of fire or any other cause, Lessor shall promptly rebuild or restore said building or other improvements at Lessor's own expense; provided, however, that, in the event of such total destruction, if Lessor shall fail to rebuild said building or other improvements within four (4) months from the date of such destruction, or, in the event of such partial destruction, if Lessor shall fail to restore such building or other improvements within three (3) months from the date of such partial Lessor shall fail to restore such building or other improvements within three (3) months from the date of such partial destruction, irrespective of the cause of such delay in either event, Lessee may at its option (exercised by notice to destruction, irrespective of the cause of such delay in either event, Lessee may at its option (exercised by notice to Lessor) terminate this lease on the date specified therefor by Lessee; and further provided, however, that if total thirty (30) days after the date on which said notice is given by Lessee; and further provided, however, that if total destruction shall occur during the last six (6) months of the term of this lease, Lessor shall not be obligated to so rebuild destruction shall occur during the last six (6) months of the term of this lease, Lessor shall not be later than thirty (30) days this lease shall terminate on the date specified therefor in said notice, which date shall not be later than thirty (30) days after the date on which said notice is given. During the period following such destruction and until restoration of the building, Lessee shall be relieved of the obligation to pay rent and other charges hereunder to the same extent and in the building, Lessee shall be relieved of the obligation to pay rent and other charges hereunder to the same extent and in the same proportion that the rental value of the number of square feet of floor space in the building included in the Leased (b) In the event of total or partial destruction of said building or other improvements by reason of fire or any

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