

destroyed by any hazard not coverable by fire insurance with extended coverage, and Lessee neglects or refuses to repair or restore or replace same within three years from such damage, then either party shall have the option to cancel this lease by giving written notice of such cancellation to the other and in the event of such cancellation Lessee at its expense shall remove the remaining improvements at Lessor's request. Lessor shall have the right of prior written approval of any plans, specifications, or designs for such repair, restoration, or replacement, which approval shall not be unreasonably withheld.

INSURANCE - SECTION NINE

The Lessee agrees that it will keep any improvements on the demised premises set forth insured against loss or damage by fire with extended coverage, to the full, fair, insurable value thereof, and casualty such as earthquake, collapse, subsidence, and water damage.

NUISANCE AND LIABILITY DAMAGES - SECTION TEN

The Lessee shall not permit a nuisance to exist upon the demised premises, and Lessee hereby covenants to save Lessor harmless from damages from liability for any and all acts committed or permitted upon the premises while occupied by Lessee, except those under the direct supervision of City employees or its representatives.

TAXES AND ASSESSMENTS - SECTION ELEVEN

The Lessee shall pay all taxes and assessments levied by public authority on the demised premises and the improvements thereon and any personal property of the Lessee located in or on the demised premises, and all other taxes or assessments occasioned by its use of the demised premises.

DEFAULT - SECTION TWELVE

The breach of any covenant of this lease shall give the aggrieved party, at its option, the right to terminate and cancel this lease at any time after the expiration of thirty (30) days after notice thereof to the other party, unless the party in default has within such time commenced such act or acts as shall be necessary to remedy the default and shall complete such act or acts within a reasonable time.

ENTRY OF LESSOR - SECTION THIRTEEN

The Lessor shall have the right to enter in and upon said demised premises at all reasonable times for the purpose of examination and inspection thereof.

MAINTENANCE AND REPAIRS - SECTION FOURTEEN

The Lessee, at its own expense, shall maintain and keep in good repair any improvements on the demised premises during the term of this lease, or any extensions.