

1137-661

Lease. Lessor agrees that in the event of any damage to or destruction of any buildings and improvements, or either of them situated on the leased premises occasioned by fire or other hazards insured against under the policies of insurance hereinbefore referred to, then Lessor shall commence restoration or repair of the leased premises as promptly as possible after occurrence of such damage or destruction, and shall substantially complete such restoration or repair with reasonable diligence.

(b) In the event Lessee is deprived of any of the occupancy of any part of the leased premises, by reason of or in consequence of any such damage or destruction whether or not insured against, provided the same is not occasioned by the act or acts of Lessee, Lessee's officers, employees, or agents, then Lessee's obligation to pay rent shall be reduced in proportion to the time during which and to the area of the building of which the Lessee shall be so deprived because of such damage or destruction or the repair and restoration thereof.

(c) It is, however, expressly understood and agreed, anything hereinbefore contained which may appear to the contrary notwithstanding, that if any damage or destruction of the building and improvements at the time located on said leased premises shall occur during the last two (2) years of the term of this Lease, both Lessor and Lessee shall have the option, upon giving written notice of the exercise thereof to the other party, within thirty (30) days after the happening of such damage or destruction, to terminate this Lease, in which case any and all obligations of Lessor to restore said building and improvements shall likewise terminate. In the case of the termination of this Lease, Lessee shall be required to pay rent only up to the time of such termination, and the portion of any rent paid in advance, apportioned as aforesaid, covering the period of time subsequent to such termination, shall be refunded by Lessor to Lessee.

12. Liability for Damage, Indemnification. Lessee agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims due to injury of persons (unless caused by the sole negligence of Lessor) arising

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