

ARTICLE VIII

UTILITIES

Lessee shall pay for all utilities.

ARTICLE IX

DAMAGE TO PREMISES

In case the premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy or use, and so that the premises cannot be rebuilt or restored within 120 days thereafter, then this Lease shall terminate; but if the premises can be rebuilt or restored in 120 days, the Lessor will at its own expense and with due diligence so rebuild or restore the premises; Lessor shall give written notice to the Lessee within fifteen (15) days after said damage or destruction of his intention to rebuild or restore the premises. In any case, in which the use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent, depending on the period for which and the extent to which the premises are not reasonably useable for the purposes for which they are leased hereunder.

ARTICLE X

NON-LIABILITY OF LESSOR

Handwritten initials and date:
R/M
2/8/5