

maintenance are covered by Lessor's insurance, then and in that event, the proceeds of such insurance shall be first used to defray the cost of such repair, maintenance and replacement otherwise required of Lessee as last above provided.

## VI.

The Lessee will not make any structural alterations, additions or improvements without the Lessor's prior written consent, which shall not be unreasonably withheld.

## VII.

The Lessor shall pay all ad valorem taxes assessed against the leasehold property but the Lessee shall pay all ad valorem taxes assessed against its personal property, including furniture, fixtures, equipment and rolling stock.

## VIII.

Neither party shall be required to carry fire or extended coverage insurance for the benefit of the other party; provided, however, that each party hereto waives its right of subrogation against the other party in event of loss and the policies of such insurance of each party shall have attached thereto a rider or waiver of such right of subrogation against the other party, of which waiver each party will furnish the other party official evidence.

## IX.

If, during the period of this Lease, the leased premises shall be partially damaged by fire, or any other casualty, repairs shall be made promptly by the Lessor, and the rent, until such repairs shall be completed, shall be abated in proportion to the loss of use of the premises by the Lessee.

(Continued on next page)