

** annually for plate glass insurance which Lessee shall provide.

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agreed to make herein, LESSOR shall make all replacements and any and all other repairs to the demised premises including, without limitation, sidewalks, and comply with all such rules, regulations and requirements; and LESSOR assumes liability for any and all damage and/or injuries (including death) resulting from his breach of this covenant and hereby indemnifies and saves LESSEE harmless therefor.

JH
Insurance

19. LESSOR ~~shall carry plate glass insurance~~ and public liability insurance covering the demised premises endorsed to include the contractual liability assumed by LESSOR under indemnity agreement hereinabove set forth and LESSOR shall pay the premium therefor and deliver to LESSEE certificates evidencing such coverage and endorsement, and shall provide that the policy may not be changed, cancelled or terminated during the term mentioned therein or any continuance thereof. SEE **** AT BOTTOM OF PAGE

[LESSOR'S said public liability insurance shall also be extended to protect and insure LESSEE and shall include indemnification of LESSEE from and against any and all liability occasioned by theft, damage or loss of any vehicles which may enter the Center and any additions thereto, by any person, firm, or corporation, and also against any and all liability occasioned by accident or disaster resulting in injury therein to any person (including loss of life). Such insurance and indemnity shall be in the amount of Ten Thousand (\$10,000.00) Dollars as to theft, loss of, and damage to any vehicle and contents, and in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars in respect of injury to any one person (including loss of life), and Five Hundred Thousand (\$500,000.00) Dollars as to injury to two or more persons (including loss of life), arising in any one accident or disaster. LESSOR shall pay the premiums therefor and deliver to LESSEE certificates evidencing such coverage and that it may not be changed, cancelled or terminated during the term and any extension thereof.]

JH
Alterations

20. LESSEE ~~may, during the term of this lease or any extension thereof, at its own expense, make any alterations or changes to the partitions if they are necessary for the operation of its business and it is understood that LESSEE shall not be required to restore the premises to their original state.~~

In addition to and not in limitation of any other rights which LESSEE shall or may have, LESSEE, ~~at its sole cost and expense, may at any time remodel, make alterations, improvements and additions enlarging and extending the building on the demised premises provided it complies with all laws, ordinances and requirements of any and all Federal, State, Municipal and/or other authorities and of the Board of Fire Underwriters; and provided further that LESSEE shall first submit the plans and specifications therefor to LESSOR for its approval (which approval shall not be unreasonably withheld); and all such alterations, improvements and additions (exclusive of fixtures) shall belong to and become the property of LESSOR and be regarded for purposes of this lease as part of the demised premises. SEE ARTICLE #2 ATTACHED.~~

Access

21. LESSOR shall have access to the said demised premises at reasonable hours for inspection and to make any repairs or replacements required of him to be made.

22. If the leased premises be damaged by fire, enemy action, the elements or other casualty, they shall be promptly repaired by LESSOR, and an abatement shall be made for the rent corresponding with the time during which and the extent to which they may not be used by LESSEE after damage occurring as aforesaid and before repair. In the event of the total destruction of the said premises by fire or other casualty, this lease shall cease and come to an end, and LESSEE shall be liable for rent only up to the time of such destruction. In the event of a partial destruction of the said premises, such as to render them unsuitable for the business of LESSEE, unless the premises are repaired and restored by LESSOR within 180 days to a condition comparable to its condition at the time of such partial destruction, then at LESSEE'S option this lease shall cease and come to an end, and LESSEE shall be liable for the rent only up to the time of such partial destruction of the leased premises. In the event of the occurrence of either of the two contingencies last mentioned, LESSEE shall be entitled to receive a pro rata refund out of any advance rent paid by it for the rent period during which such premises were wholly or partially destroyed. In the event of total destruction, if LESSOR should rebuild on the same premises, LESSEE shall have the option of leasing said premises on the same terms and conditions as herein provided; except that, if a bona fide offer be made by another to lease the premises at such time, then rental shall be fixed at a rate no higher than that offered by such other person.

JH
Fire

Neither LESSOR nor anyone claiming by, through, under or in behalf of LESSOR, shall have any claim, right of action or right of subrogation against LESSEE for or based upon any loss or damage caused by fire, explosion or other casualty (not limited to the foregoing) relating to the demised premises [or Center] or property therein, whether such fire, explosion or other casualty shall arise from the negligence of LESSEE, its agents or employees, or otherwise.

**** Lessee will be responsible for any claims arising from use of the demised premises and Lessor will be responsible for and carry 6 adequate Public Liability Insurance covering area outside demised premises.

(CONTINUED ON NEXT PAGE)