

all or any part of the parking area or areas in order to discourage non-customer parking. All space, areas, and facilities in the Shopping Center not within the demised premises, which Tenant may be permitted to use and/or occupy, are to be used and/or occupied under a revocable license, and if such license be revoked, or if the amount of such space, areas and/or facilities be diminished, this Lease shall remain in full force and effect and Owner shall not be subject to any liability nor Tenant be entitled to any compensation or diminution of rent, nor shall revocation or diminution be deemed constructive or actual eviction. Common areas shall be subject to the rules and regulations as the Owner may, from time to time, adopt and Owner reserves the right to make changes, additions, alterations or improvements in and to such common areas, provided, that there shall be no unreasonable obstruction of Tenant's right of access to the demised premises, and further provided that such changes, additions, alterations, or improvements shall not materially reduce the number of parking spaces made available to Tenant at the commencement hereof.

3. Tenant covenants and agrees to cause its employees to park only in such places as provided and designated by Owner for employee parking. If employee parking areas are provided in the rear of the demised premises the Tenant shall cause its employees to park in such areas.

ARTICLE X.

UTILITIES

Tenant covenants and agrees to pay for all public utility services rendered or furnished to the demised premises during the term hereof, including heat, water, gas, electricity, together with all taxes levied or other charges on such utilities. In no event shall Owner be liable for the quality, quantity, failure or interruption of such service to the demised premises, except and unless the same is caused by Owner, its agents or employees.

ARTICLE XI.

DAMAGE TO OR DESTRUCTION OF LEASED PREMISES

In the event the building, or any substantial part thereof, shall be destroyed or become untenable by fire, earthquake, or tornado, or by Act of God, then and in such event all rent paid in advance shall be apportioned as of the date of such calamity, and rent herein reserved, or a part and portion thereof, according to the nature and extent of the damage which has been sustained shall be abated until said building shall have been duly repaired and restored, which repair or restoration shall be done at Owner's expense and with all reasonable diligence. In the event said building cannot, in the opinion of Tenant, be repaired, rebuilt, or rendered fully tenantable, including fixturing, within ninety (90) days from the destruction or from the date it becomes untenable, Tenant may, at its option, by notice to the Owner, terminate this Lease; provided, however, that if this Lease be not so terminated, nothing herein shall be deemed to release Owner of its obligation to repair, restore or render the building tenantable as quickly as is reasonably possible. Tenant agrees within twenty (20) days following the occurrence of any such damage to notify Owner in writing of its election to