

Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner ten days prior written notice. The insurance shall be in an insurance company approved by Owner and a copy of the policy or a certificate of insurance shall be delivered to the Owner.

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the leased premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Owner on said premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the leased premises, whether or not Owner has consented to the same. In determining whether increased premiums are the result of Tenant's use of the leased premises, a schedule, issued by the organization making the insurance rate on the leased premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the leased premises.

In the event Tenant's occupancy causes any increase of premium for the fire, boiler and/or casualty rates on the leased premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof. The Tenant also shall pay in such event, any additional premium on the rent insurance policy that may be carried by the Owner for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Tenant will indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Tenant of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Owner shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Owner in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Owner in enforcing the covenants and agreements in this lease.

Tenant shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the leased premises. Tenant will insure, and keep insured, at Tenant's expense, all plate and other glass in the leased premises for and in the name of Owner during the term of this lease.

The Tenant hereby authorizes the Owner to obtain boiler broad form insurance, if any is applicable, in the amount of \$50,000.00 in the name of the Tenant and for and in the name of the Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

ARTICLE XI

UTILITIES

Tenant shall be solely responsible for and promptly pay all charges for heat, water, sewer, gas, electricity or any other utility used or consumed in the leased premises. Should Owner elect to supply the water, gas, heat, electricity or any other utility used or consumed in the leased premises Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Owner with the proper regulatory authority. In no event shall Owner be liable for an interruption or failure in the supply of such utilities to the leased premises.

ARTICLE XII

WASTE, GOVERNMENTAL REGULATIONS

Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XIII

DESTRUCTION OF LEASED PREMISES

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated; if by reason of such occurrence, the premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause damage to be repaired, and the minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable; if by reason of such occurrence the premises shall be rendered wholly untenable, Landlord shall promptly at its own expense cause such damage to be repaired, and the minimum annual rent meanwhile shall be abated in whole, except that if at the time of such total destruction there shall be twenty-four months or less remaining of the term of this lease within sixty (60) days after said occurrence either Tenant or Landlord at his option may give written notice that it has elected not to reconstruct the destroyed premises in which event this lease and the tenancy hereby created shall cease as of the date of said occurrence, the minimum rental and the percentage rental to be adjusted as of such date. Unless the parties shall otherwise agree in writing, Landlord shall have no interest in the proceeds of any insurance carried by Tenant on Tenant's interest in this lease and Tenant shall have no interest in the proceeds of any insurance carried by Landlord.