

Lessor's rights to restrict the use of the leased property. During the term of this Lease, the name of the said pharmacy business shall be limited to "The Professional Pharmacy at Mountain View".

(4) The Lessee shall indemnify the Lessor against, and save him harmless from, any and all loss, damage, claims, liabilities, judgments, costs and expenses (including the cost and expenses of defending a claim), arising during the term of this Lease out of any condition existing upon the leased premises, any act occurring upon the leased premises, or any omission or failure to act with respect to the leased premises; provided that in the event any claim is made against the Lessor, the Lessor shall give the Lessee reasonably prompt notice of such claim.

(5) During the term of this Lease, Lessee shall keep the building and improvements on the leased premises adequately insured against loss by fire or other casualty, and in the event of any loss as a result of which insurance proceeds are payable, Lessee shall use said proceeds forthwith to repair or replace the buildings or improvements damaged. Lessee shall maintain his own insurance on all inventory owned by him and leasehold improvements made by him. In the event the leased premises are destroyed or damaged by fire or other casualty, the rent as herein provided shall be proportionately reduced until said premises have been restored.

(6) The Lessee shall comply throughout the duration of this Lease with all "Public Requirements" (as defined herein) applicable to the leased premises and to the public ways adjacent thereto. Such term, "Public Requirements" shall be construed to mean laws, ordinances, by-laws, regulations, and orders of all public authorities having jurisdiction thereof, compliance with which is by law the obligation of the owner or occupant of the leased premises.

0.80

4328 RV.2