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Lessee under the provisions of this Lease. If the Lessee fails to remove any items referred to hereinabove from the leased premises within ten (10) days following the termination of this Lease, all such alterations, additions and improvements shall become the property of the Lessor unless Lessor elects to require their removal.

11. Damage or Destruction.

- (a) Except as expressly herein provided, no destruction of or damage to the leased premises shall entitle Lessee to surrender possession of the leased premises or to terminate this Lease. Lessor agrees that in the event of any damage to or destruction of any buildings and improvements, or either of them situated on the leased premises occasioned by fire or other hazards insured against under the policies of insurance hereinabove referred to, then Lessor shall commence restoration or repair of the leased premises as promptly as possible after occurrence of such damage or destruction, and shall substantially complete such restoration or repair with reasonable diligence.
- (b) In the event Lessee is deprived of any of the occupancy of any part of the leased premises, by reason of or in consequence of any such damage or destruction, whether or not insured against, provided the same is not occasioned by the act or acts of Lessee, Lessee's officers, employees or agents, then Lessee's obligation to pay rent shall be reduced in proportion to the time during which and to the area of the building of which the Lessee shall be so deprived