

9. Utilities. Lessee shall pay all charges for heat, gas, electricity, water and other public utilities used on the lease premises.

10. Removal of improvements. If requested by the Lessor at the termination of this lease, lessee shall, at lessee's sole expense, remove all installation, alterations, or improvements made by Lessee in or on the lease premises or make such other disposition thereof as Lessor shall approve. All alterations, improvements, furnishings, trade fixtures, equipment, and other personal property installed in or on the leased premises by Lessee and paid for by Lessee shall remain the property of lessee and may be removed by Lessee upon the termination of this Lease, provided that (a) any of such items as are affixed to the leased premises and require severance may be removed only if Lessee shall repair any damage caused by such removal, and (b) Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease. If the Lessee fails to remove any items referred to hereinabove from the leased premises within ten 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 building and improvements, or either of them situated on the leased premises occasioned by fire or other hazards insured against under the policies of insurance heretofore 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) If Lessee is deprived of any of the occupancy of any part of said premises, by reason or as a 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 because of such damage or destruction or the repair and restoration thereof.

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