

ordinary wear and tear accepted by Landlord, and as to improvements to the Demised Premises, TENANT shall maintain such improvements in a good condition, ordinary wear and tear excepted. The TENANT will not suffer or permit any strip, waste, or neglect of any building or such personal property to be committed.

13. **ADDITIONAL COVENANTS OF THE TENANT**

A. The TENANT shall pay for all utilities associated, with the use of the Demised Premises including, but not limited to, water, electricity, sewer, gas and waste, (if applicable). If on the Lease Commencement Date LANDLORD has not provided TENANT with a separate account for electric charges, TENANT shall pay \$2,280.00 per month for electrical charges until such time as LANDLORD has dedicated a separate account for TENANT's electric consumption.

B. The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the premises or to terminate this Lease or to violate any of its provisions or to cause and abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless and to the extent that TENANT cannot reasonably conduct business operations in the Premises in which case TENANT's rent obligation shall be limited to Percentage Rent. Tenant shall be responsible to pay Landlord Base Rent and other charges upon the sooner to occur of (i) substantial completion of interior restoration and achievement of monthly Gross Sales equal to one hundred percent (100%) of monthly Gross Sales for the same month which is twelve (12) months prior to the month of substantial completion of the interior restoration, or (ii) twelve (12) months from the date of substantial completion of the restoration. In the event of casualty, Landlord shall restore, with due speed and diligence, the structure of the Premises and the systems serving the building, including, without limitation, the roof, foundation, walls and the plumbing, sewer, and electrical systems. Tenant shall restore the interior of the Premises to its condition prior to the casualty. Both parties shall use best efforts to perform their respective obligations within a reasonable amount of time from the date of casualty and shall complete all work in a good and workmanlike manner.

If the Lease be canceled for the TENANT's material, uncured default at any time while there remains outstanding any obligation from an insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the within-lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction to the Premises by casualty or hazard, LANDLORD will restore the structural portions at the Premises, including without limitation, the roof, walls, building systems and foundation to their condition prior to the casualty and shall bring utilities to the perimeter of the Premises at LANDLORD's expense or from insurance proceeds, as