

the remaining balance of such proceeds, if any, to be paid to the Landlord and the Landlord being entitled to retain all rentals theretofore paid by the Tenant. Similarly, in the event there shall after repair or restoration remain any excess proceeds of insurance, such amount shall be retained by Tenant and applied in reduction of its unamortized investment cost in the building addition. During the option extension period herein provided to Tenant, in the event of termination of this lease on the basis aforesaid, the entire net proceeds of insurance shall be paid to the Landlord. However, rental payments hereunder shall not abate in whole or in part because of any such damage or destruction to the improvements on the demised premises, except in the event of termination of this lease as aforesaid.

If the Tenant shall not be entitled to or shall not elect to cancel the lease under the permitted circumstances above described, it shall promptly undertake at its expense the repair, replacement or reconstruction of the building, absorbing any deficiency in insurance proceeds, within such time as may be reasonable under the circumstances after allowing for delays beyond the control of Tenant, and any such repair, replacement and reconstruction shall restore the improvements to a condition comparable to that existing immediately prior to such damage or destruction.

CONDEMNATION 8. If any part of Tenant's building or fifteen percent (15%) or more of the ground area of the demised premises, or any lesser portion thereof which would materially or substantially interfere with the conduct of Tenant's business on the demised premises, be taken for any public or quasi-public use, under any statute or by eminent domain, or private purchase in lieu thereof, then in any such event the Tenant shall be entitled to termination of this lease at its option, and rentals shall be apportioned and adjusted as of the date of termination. If this lease shall not be terminated as aforesaid, then the Tenant shall within a reasonable time after possession is physically taken repair or rebuild what may remain of the demised premises for the occupancy of the Tenant; and a just proportion of the rent shall be abated according

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