

be required or obligated to expend for such repairs or replacement any amount in excess of the proceeds derived from applicable insurance policies paid to Lessee as a result thereof. In the event Lessee elects not to repair or replace the building, Lessee may declare this lease terminated as of the date of said damage or destruction whereupon Lessor shall be entitled to receive the proceeds derived from any insurance applicable to the building or buildings on the premises. In case of damage or destruction occurring in the last year of this lease, or any extension or renewal thereof, to the extent of fifty (50%) percent or more of the insurable value of the building, Lessee may, at its option, in lieu of repairing or replacing the same, elect to terminate this lease as of the date of said damage or destruction and, in such event, Lessor shall be entitled to receive the proceeds derived from any insurance applicable to the building. In the event of such termination, Lessor shall refund to Lessee any unearned rents paid in advance of such termination date.

TAXES: Lessee shall pay all real property taxes lawfully due on the demised premises during the term of this lease or any extensions thereof.

CONDEMNATION OF LEASED PREMISES: The parties hereto agree that, should the whole of the demised premises be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this lease, Lessee reserves unto itself the right to prosecute its claim for an award based upon its leasehold interest for such taking, without impairing any rights of Lessor for the taking, or injury to the reversion.

In the event that a part of the demised premises shall be taken or condemned and that (a) the part so taken includes the building on the demised premises or any part thereof, or (b) the part so taken shall remove from the premises ten (10%) percent or more of the front depth of the parking area thereof, or (c) the part so taken shall consist of twenty-five (25%) percent or more of the total parking area, or (d) such partial taking shall result in cutting off direct access from the demised premises to any adjacent public street or highway, then and in any such event, the Lessee may, at any time either prior to or within a period of sixty (60) days after the date when possession of the premises shall be required by the condemning authority, elect to terminate this lease or, if an option to purchase the premises is conferred upon Lessee by any other provisions of this lease, elect to purchase the demised premises in accordance with such purchase option, except that there shall be deducted from the purchase price to be paid for the premises all of the Lessor's award from the condemnation proceeding. In the event that Lessee fails to exercise any such options to terminate this lease or to purchase the premises or in the event that a part of the demised premises shall be taken or condemned under circumstances under which Lessee will have no such option, then and in either such event, Lessor shall, with reasonable promptness, make necessary repairs to and alterations of the improvements on the demised premises for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking, to the extent that may have been necessary by such condemnation, subject to a prorata reduction in rental. In the event that the means of