

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 because of such damage or destruction or the repair and restoration thereof.

(c) It is, however, expressly understood and agreed, anything heretofore contained which may appear to the contrary notwithstanding, that if any damage or destruction to the building or improvements at the time located on the leased premises shall occur (i) so that 25 % of the building located on the leased premises shall have been destroyed or rendered unusable by Lessee, and the same cannot reasonably be restored by Lessor as provided in Paragraph 11(a) within 90 days after the date of such damage or destruction or (ii) it shall be unreasonable to use the remaining portion of the leased premises for the conduct of the Lessee's business and the same cannot reasonably be restored by Lessor as provided in Paragraph 11(a) within 160 days after the date of such damage or destruction or (iii) during the last two years of the term of this Lease or any renewal term thereof, Lessee shall have the option in the case of subparagraphs (i), (ii) and (iii) and Lessor shall have the option in the case of subparagraph (iii) upon giving written notice of the exercise thereof to the other party, within thirty (30) days after the happening of such damage or destruction, to terminate this Lease, in which case any and all obligations of Lessor to restore said building and improvements shall likewise terminate. In the case of the termination of this Lease, Lessee shall be required to pay rent only up to the time of such termination, and the portion of any rent paid in advance, apportioned as aforesaid, covering the period of time subsequent to such termination, shall be refunded by Lessor to Lessee.

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