

Section 9.01. Damage or Destruction of Leased Premises

Should the building upon the leased premises be totally destroyed by fire or other casualty covered by Landlord's insurance, or damaged to such an extent as to render it wholly unfit for occupancy under existing building codes and regulations then this lease may be cancelled by either of the parties by giving written notice within thirty (30) days after the occurrence of such fire or other casualty. However, if the damage is such that rebuilding or repairs can be completed within one hundred twenty (120) days and at a cost not to exceed fifty percent (50%) of the fair market value of the building immediately prior to said fire or other casualty (said cost to be determined by estimates or bids to repair or rebuild submitted to Landlord), then the Landlord covenants and agrees to make such repairs with reasonable promptness and dispatch, to notify tenant within thirty (30) days from date of such fire or other casualty of its intention to make said repairs, and to grant to Tenant such a reduction or remission of rent, either in whole or in part, as shall be just and proportionate, and the parties covenant and agree that the terms of this Lease shall not be otherwise affected.

Landlord's election to restore shall not include Tenant's fixtures, merchandise, and improvements.

Notwithstanding anything in this section to the contrary, should damage to tenant's building occur during the final year of the lease term, then landlord may terminate this lease.

Section 9.02. Condemnation

(a) If any portion of the building constituting the leased premises shall be condemned or taken under the power of eminent domain by any lawful authority such that Tenant determines that it may not effectively continue to conduct its normal operations in the leased premises, Tenant may, at its option, terminate this Lease by giving notice to the Landlord in writing within thirty (30) days after judgment of the Court or other body ordering such taking, and rent and any other payments shall be paid and adjusted as of such date, and Landlord and Tenant shall be released from any further liability hereunder.

(b) If a portion only of the Leased Premises is taken by lawful authority as provided above, and if Tenant does not elect to terminate this Lease as provided in paragraph "(a)" immediately preceding, then the rental provided for under this Lease shall be reduced as of the date possession shall be taken by the aforesaid condemning authority in the proportion which the actual area taken bears to all the area demised to the Tenant, and the Landlord shall promptly repair, restore or rebuild for occupancy by Tenant the portion not so taken. If during the repair, restoration or rebuilding required, the leased premises are not usable for the conduct of Tenant's normal operations, then the Landlord or its contractor shall temporarily have possession and the rental shall be abated justly and proportionately during the period of repair, restoration and rebuilding. All other terms of this Lease shall thereafter remain the same.

ARTICLE 10

HOLDING OVER DELIVERY AT TERMINATION
DEFAULT BY TENANTSection 10.01. Holding Over