

VIII. DAMAGE OR DESTRUCTION BY FIRE

In the event of damage to or destruction of the leased property by fire or other casualty to the extent of fifty percent (50%) or less, the Lessor, to the extent of insurance proceeds, shall restore the leased property as nearly as possible to its condition prior to such damage or destruction. Rent shall abate proportionately only if damage is not the fault of Lessee and, during the last year of the term, Lessee shall have the option of terminating said Lease.

A. If the leased property is destroyed or so damaged by fire or other casualty covered by insurance to the extent of more than fifty percent (50%) or restoration is not economically feasible, the Lessor or the Lessee may terminate this Lease on notice of at least ten (10) days and no more than thirty (30) days. Such notice shall be given within sixty (60) days after the date of such damage or destruction. If the Lease shall so terminate, all basic and additional rent shall be apportioned to the date of such damage or destruction, and all insurance proceeds from fire or other casualty losses shall belong to the Lessor. If the Lease is not terminated and the premises are restored, the rent shall abate proportionately.

IX. BANKRUPTCY OR INSOLVENCY OF TENANT

It is expressly agreed that if at any time during the term of this Lease Lessor should be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Lessee may at his option declare this Lease terminated and cancelled and take possession of said premises.

X. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet any part of the demised property without the written consent of Lessor.