

except if destroyed by fire, windstorm or other casualty.

7. DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY: If the improvements constituting a part of the Leased Premises shall at any time during this lease be totally destroyed by fire, tornado, windstorm or other casualty, this Indenture of Lease may be terminated, at the option of the Lessee or the Lessor, and no rent shall be due for the period after the date of such destruction. In the event the Lease is terminated as a result of total destruction, Lessor shall rebate to Lessee that portion of the rent paid in advance by Lessee from the date of destruction to the end of the rental period covered by the advance payment.

If such improvements shall be rendered partially untenable by fire, tornado, windstorm or other casualty, the Lessor shall, within thirty (30) days thereafter, give written notice to the Lessee of his election to repair or not to repair such improvements, and if the Lessor elects to make such repairs, this Indenture or Lease shall remain in force; but if at the termination of ninety (90) days from the date of the notice of the election of the Lessor to repair, such damage to the improvements has not been repaired, the Lessee shall have the option of terminating this Indenture of Lease. In the event such improvements are repaired within the stipulated time period, the rent shall be abated in the proportion that the amount of space which is not available and usable by the Lessee, as a result of such casualty and improvements constituting a part of the Leased Premises. Should the Leased Premises be rendered partially untenable by fire, tornado, windstorm or other casualty, and the Lessor elects not to repair such damage, the Lessee shall have the option to terminate this Lease or to continue to occupy the tenantable portion of the Leased premises during the Lease term with a proportionate reduction in the rent as hereinabove provided. There shall be no liability on the part of the Lessor or the Lessee in consequence of their respective elections herein provided, except for obligations then accrued.

O. S. B.

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