

ARTICLE IX  
CASUALTY LOSSES AND INSURANCE

1. In case of damage by fire or other casualty to the parts of the building, if the damage is so extensive as to amount practically to the total destruction of the leased property, this Lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty, the Landlord shall make said required repairs with reasonable dispatch, and if the damage has rendered the leased property untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control. In the event that the Landlord's said required repairs cannot be completed within Sixty (60) days, the Tenant has the option of terminating this Lease.

2. The Landlord shall keep the building insured against loss or damage by fire with extended coverage endorsement in an amount sufficient to prevent the Landlord from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than Eighty (80%) percent of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state.

3. From the date hereof and during the full term of this Lease, the Tenant shall keep the Premises insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least \$500,000 for bodily injury and \$100,000 for property damage. Such policies shall name the Landlord and the Tenant as the insureds.

4. The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, or covered by insurance in connection with property on or activities conducted on the leased property, regardless of the cause of the damage or loss.

ARTICLE X  
CONDEMNATION

If the whole of the premises, or such portion thereof as will make the leased premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Landlord and the Tenant as of the date of the surrender of possession. Such termination shall

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