

or a proportionate part thereof, shall be abated until said building shall have been restored by the Lessor, or either the Lessor or the Lessee may declare this lease terminated; PROVIDED, HOWEVER, the Lessee may not terminate this lease as herein provided after the Lessor shall have incurred any expense or obligation in connection with the restoration of said building, but in such case the Lessor shall be obligated to proceed with said restoration with reasonable dispatch.

(3) That if the leased premises, or such substantial portion thereof as would render the remainder unsuitable for the aforesaid use by the Lessee, is taken under the power of eminent domain, then this lease shall terminate forthwith. If such taking shall not render the leased premises unsuitable for such use, a just proportion of the rent shall be abated and this lease shall continue in full force and effect. Any award or damages for any taking under such power of eminent domain shall be paid to the Lessor, and the Lessee shall have no claim or interest therein.

(4) That if the Lessee shall remain in possession of the premises after the term hereof after failing to give notice of intention to renew as hereinabove provided, such possession shall not be deemed a renewal or extension of said term, but subject to all terms and conditions of this lease, shall continue as a tenancy from month to month only.