

XI. FIRE CLAUSE

A. In the event that the demised premises shall be damaged or destroyed by fire, or other casualty, the same shall, except as hereinafter otherwise provided, be repaired and restored by the Lessor at its own expense as speedily as possible (but due allowance shall be made for any reasonable delay arising in connection with the adjustment of fire loss or inability to procure labor or materials or any other cause beyond the Lessor's reasonable control).

B. In the event that the damage to the demised premises shall be so extensive as to render the whole or any part thereof untenable and unsuitable for use and occupation by the Lessee, a just proportion of the rent, according to the nature and extent of the injury to the demised premises, shall be suspended or abated until the demised premises shall have been repaired or restored by the Lessor to substantially the same condition the same were in immediately prior to such damage. The Lessor agrees that it will commence said repairs and restoration within thirty (30) days after receipt of the insurance settlement of said damage or destruction and in any event within 120 days unless the insurance company is then disputing liability hereunder and will proceed diligently to restore the premises to substantially the same condition they were in immediately prior to such casualty, PROVIDED, that Lessor shall have no obligation to restore if more than 50% of the floor space of the demised premises are destroyed by fire or other casualty, and Lessor gives Lessee written notice within thirty (30) days thereof, in which event this lease shall be terminated and the rentals due hereunder shall be adjusted to the date of termination without further recourse by Lessor or Lessee against the other hereunder.

C. Lessor shall not be required to expend more than the net insurance proceeds received by it in any restoration