

original

(b) If the damage or destruction referred to in Section (a) hereof amounts to at least 25% of the leased premises and occurs during the last two years of the ~~lease~~ term of this lease or during the last two years ~~prior to any optional termination date~~ under Section (b) of Article 3, Tenant shall have the right and option, at Tenant's election, to terminate this lease effective as of the date of such happening; and any unearned rents paid in advance shall be refunded.

or any extension thereof

(c) If 50% or more of the total area of all of the buildings in said Shopping Center be damaged or destroyed by fire or other casualty, Tenant shall have the right and option, at Tenant's election, to terminate this lease by notice to Landlord at any time after three months from the date of such happening; provided, however, that if within said three months Landlord shall have commenced to repair and restore the buildings so damaged or destroyed, and shall thereafter proceed with due diligence and complete same within nine months, then and in such events Tenant shall not have the right to so terminate. If because of such fire or other casualty, any or all of the businesses described in Section (a) of Article 8 shall be closed, then and in such event, and until all of said businesses shall have reopened in approximately the same locations and with approximately the same areas, Tenant may close its store without liability for the payment of any rents during such period; but if Tenant does not close its store, then for and during such period the rents under Article 2 shall be suspended and the only rent to be paid by Tenant shall be a sum equal to - -

3 % of the monthly cash receipts of sales, as defined in Section (b) of Article 2 up to and including \$50,416.67,  
plus  
2 1/2% of such monthly cash receipts of sales in excess of \$50,416.67,

payable on or before the 25th of the next succeeding month; same to be proportionately adjusted as to any such rent for less than a full calendar month.

Landlord's Right to Inspect

17. Landlord may at reasonable times enter the leased premises for the purpose of examining and of making repairs, and during the last two months of the term may place usual "For Rent" sign, but not so as to interfere with Tenant's business.

Surrender

18. At the expiration or termination of this lease, Tenant shall surrender immediate possession of the leased premises in as good condition as when delivered to Tenant, reasonable wear and tear, changes and alterations, damage by fire, casualty and the elements, and other repairs which are Landlord's obligation excepted. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this lease or to imply or create a new lease, but in such case Landlord's rights shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law to the contrary notwithstanding.

W.A.P.