

[Handwritten initials]

Untenant-
ability
of
Buildings
in
Center

23. [If any building in said Center now or hereafter erected for any of the principal tenants shall become untenable in whole or in part, LESSOR shall, promptly, with diligence, repair, restore or rebuild the premises so affected, or shall substitute similar new construction therefor, so that such buildings will again be in at least as good condition as same were in preceding any untenability and they shall be operated by the same respective tenants as operated them preceding such untenability, or by tenants of at least the same business calibre and for the same respective types of business as were conducted theretofore. In the event any of such other buildings now or hereafter to be erected in said Center should become substantially untenable ~~or if any thereof shall be vacated by a lessee thereof, or closed for business and so remain in any such case~~ for more than 180 days after such vacating, closing, or the happening of any event which brought about such untenability, and if at the end of such 180 days restoration, rebuilding of same, or a new construction in substitution therefor shall not have been commenced and diligently completed so that all of such buildings so affected shall be restored to at least as good condition as same were in preceding the untenability; ~~or if any lessee (principal tenant or other) of any buildings so affected, or vacated or closed (for any reason whatsoever), shall not resume business in said buildings after restoration or new construction or within _____ days after any of same were vacated, or closed, then and in any of such events,~~ LESSEE at any time within one (1) year after such untenability, or vacating, or closing shall occur may, at its option, elect to cancel and terminate this lease as of a date not later than sixty (60) days after the giving of notice by LESSEE of such election. Rental in case of such termination shall be apportioned as of the effective date or termination.]

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Condemnation
SEE
ARTICLE #5
ATTACHED

24. If a part of the demised premises be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, such as to render them unsuitable for the business of LESSEE, then this lease, at the option of LESSEE, shall be cancelled and declared null and void, and of no effect and LESSEE shall be liable for the rent only up to such time of partial taking. In the event of a partial taking which is not extensive enough to render the premises unsuitable for the business of LESSEE, LESSOR shall promptly restore the demised premises to a condition comparable to its condition at the time of said condemnation and the lease shall continue, but starting with the date of such restoration, the rental shall be reduced proportionately. In the event of the occurrence of the contingencies above mentioned or of complete condemnation, rent shall abate corresponding with the time during which the premises may not be used by LESSEE and LESSEE shall be entitled to receive a pro rata refund of any advance rental paid by it for the rental period during which the demised premises were wholly or partially taken.

Nothing herein contained shall be deemed or construed to prevent LESSOR or LESSEE from enforcing and prosecuting in any condemnation proceedings a claim for the value of his respective interest.

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Unavail-
ability
of
Common
Use
Areas

25. ~~If, for any reason whatsoever, _____ (_____ %) percent of the parking areas, or any part of the passageways thereto, designated on said annexed Plat, should become unavailable for the parking uses hereunder, then and in any of such events, excepting temporary closings due to either an emergency or the making of repairs or replacements therein, LESSEE at its option may cancel and terminate this lease on notice to LESSOR within sixty (60) days thereafter and thereupon this lease shall cease and come to an end on the date fixed therefor in such notice, which date shall not be later than _____ days after such notice shall be given; provided however, that if LESSOR shall immediately substitute other contiguous parking space, and/or passageways, graded, paved, drained, lighted and at least equally distant from and as accessible to and from the public thoroughfares and the demised premises as hereinabove required of LESSOR, and having an area at least equal to that of any parking space and passageways which may have then ceased to be available, then and in such events, the said notice of termination shall be of no force or effect; and LESSOR shall throughout the then balance of the term and extensions thereof perform and observe the same obligations in such substituted space as LESSOR is obliged to perform and observe under this lease in the spaces and parking areas shown on said Plat. If termination occurs, rental shall be apportioned as of the termination date.~~

Should any areas for entry to, or exit from, the Center along any public highway, street, road or avenue, be diminished, LESSOR shall promptly and with due diligence establish a comparable entry or exit, as the case may be, to and from such highway, street, road or avenue, and in the event of LESSOR'S failure or refusal to do so; or in the event any existing or subsequent public thoroughfare, street or avenue, adjacent to or abutting said Center, or one substituted for any now existing should be discontinued or closed to the public (except temporarily for repairs); or in the event at least 50,000 sq. ft. in the aggregate of the ground floor areas (outside dimensions) of the other buildings in the said Center at any time or times should