

of such election to be given to lessee in writing within ten (10) days after final judgment is entered in any such condemnation proceedings. If more than five percent (5%) of the floor area of the demised premises is so taken, this lease may also, at the option of the lessee, be terminated; said termination, if such election be made by lessee, to be of the date of the taking of such premises with notice of election to be given to the lessor within ten (10) days after final judgment is entered in any condemnation proceedings. In the event that the lease is not so terminated, the lessor shall proceed with reasonable diligence and at his own expense to reconstruct said premises and place the same in a tenantable condition within sixty (60) days after final judgment is entered in any such condemnation proceedings, if such reconstruction shall be made necessary by reason of the taking of a part thereof, and during such reconstruction the lessee shall only be required to pay that portion of the rent heretofore provided as the floor area of the portion of the premises remaining in a tenantable condition during such repair bears to the entire leased premises. It is agreed that the termination of this lease or the abatement of rent provided for in this clause, caused by the taking of the whole or a part of said premises by right of eminent domain or other authority of law, shall not affect the right of the lessee to recover from others such damages as may result to it from the exercise of such right of eminent domain, or from any act of any public authority or authorities; but any damages awarded to the lessee on account of the cost of reconstructing the building, or on account of the diminution of the size of the building, shall belong to the lessor.

16. The Lessor agrees to keep and maintain at Lessor's expense, adequate fire and extended coverage insurance in the full insurable value of the real property which is the subject of this lease, with such insurance company or companies as may be acceptable to any mortgagee placing a mortgage loan on said premises, which policy or policies shall contain such mortgagee endorsements as may be acceptable to any such mortgagee. The proceeds of any such policy or policies in the event of any loss insurable under the terms thereof may be used to rebuild, repair or replace the demised premises in the event of the loss or destruction of the same, except that in the event that any such mortgagee should so elect, such mortgagee shall be entitled to payment of such proceeds in full.

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