

- (c) there are not sufficient option or options remaining to allow Tenant to extend the term of this lease so as to provide a lease term of not less than ten (10) years after the date of such damage,

Landlord may exercise its option to cancel and terminate this lease as above provided.

If the demised premises are damaged to the extent of twenty-five (25%) percent or more of the then replacement cost of the demised premises (exclusive of the land and foundation) during the last two (2) years of the term hereof or any extension thereof, this lease may be terminated by Tenant, provided Tenant notifies Landlord of its election to cancel within fifteen (15) days after the occurrence of such damage or destruction. Upon termination, this lease and the term thereof shall cease and come to an end on the date of such damage or destruction, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant.

In the event neither the Landlord nor the Tenant exercises its option to cancel and terminate this lease as herein provided, the Landlord agrees to take appropriate action to require the Overlandlord to comply with the provisions of Art. 17 of said Overlease at Overlandlord's own cost and expense and there shall be an abatement of rent during the same period and in the same proportion as the abatement of rent realized by the Landlord pursuant to the provisions of Art. 17 of the Overlease.

It is specifically understood that the Landlord shall have no obligation whatsoever to restore the building on the demised premises or the building of which the demised premises are a part and that the Landlord's obligations in this respect are restricted solely to taking the appropriate action referred to in the preceding paragraph of this Art. 14.

Furthermore, Tenant agrees that in the event of damage or destruction by fire or other cause of Tenant's leasehold improvements, neither Overlandlord nor Landlord shall have any obligation to repair or restore said leasehold improvements and Tenant agrees to maintain insurance coverage on such leasehold improvements and to repair or restore same in the event of damage by fire or other cause.

INDEMNITY

Art. 15. The Tenant during the term hereof shall indemnify and save the Landlord (and the Overlandlord) and the demised premises free and harmless from and against any and all claims and demands whether for injuries to persons and loss of life, or damage to property, arising out of the use and occupancy of the demised premises by the Tenant or by any person or persons holding under the Tenant.

The Tenant agrees, that prior to its occupancy, it will obtain and maintain in full force and effect throughout the term of this lease, public liability insurance with limits of not less than \$500,000/\$1,000,000 with respect to personal injuries and loss of life, and \$100,000 with respect to property damage, all such policies to contain an endorsement insuring the Tenant's contractual liability to the Landlord (and Overlandlord) as set forth in the preceding paragraph and an endorsement waiving the insurer's right of subrogation against the Landlord (and Overlandlord). The Tenant further agrees that prior to its occupancy it shall deliver to the Landlord a certificate of the insuring company certifying the above described insurance is in full force and effect.

REGULATIONS

Art. 16. The Tenant will execute and comply with, at the Tenant's own cost and expense, all laws, rules, orders, ordinances and regulations at any time issued or in force applicable to the demised premises