

-Page Ten-

Such option shall be exercised by the tenant by notice to the landlord at any time after tenant shall have actual notice of such taking, but in any event within thirty (30) days after the landlord shall have given written notice to the tenant of such taking. In the event that the Tenant does not elect to terminate such lease, then the rent payable hereunder shall be reduced in the same proportion that the floor area of the demised premises so taken bears to the entire floor area, and the landlord, at his own cost and expense, shall replace and rebuild such premises or such portion thereof as may remain under this lease as nearly as may be to its condition before such taking, so as to make a complete architectural unit of the remaining portion, which the landlord agrees to effect and make with all reasonable dispatch. In the event of a termination of this lease, as herein provided, or an apportionment of rent, as herein provided, any prepaid rent shall be refunded by the landlord to the tenant.

(24) In the event landlord fails or neglects to pay taxes or assessments upon the building which the demised premises form a part, or pay interest or principal upon any mortgage or mortgages, or deed or deeds of trust, which now are or may hereafter be liens upon the demised premises, or fails or neglects to perform any of the terms, covenants or conditions contained in any of said mortgages, or deeds of trust, or contained in this lease, on the part of the landlord to be performed, then and in any such event the tenant shall have the right to pay such taxes or assessments and/or such interest or principal, and to perform such terms, covenants or conditions as the case may be, and any amount so paid by tenant, or any amount spent by the tenant in the performance of such terms, covenants or conditions,