During the original ten (10) year term, lessee shall make such repairs to its buildings and improvements on said premises as to it shall seem necessary, and shall carry fire and lightning and extended coverage insurance thereon for their full insurable value at its own expense, or shall act as self insurer. It is understood and agreed that in the event of damage or destruction of said buildings and improvements by fire or otherwise, or such partial destruction thereof as would render the same unfit in the judgment of lessee for use and occupancy for the purposes for . which they are to be used under this lease, during said original ten (10) year term, lessee shall have the option of either using the proceeds of said insurance to restore the said buildings and improvements to their former state, or lessee may pay said insurance proceeds to lessor and cancel this lease as of the date of such damage or destruction, and thereby be relieved from further liability hereunder; provided, however, that notice of intention to cancel this lease must be served upon lessor within sixty (60) days from the date of said damage or destruction. If lessee elects to restore or rebuild the buildings and improvements to their former state, such restoration or rebuilding shall not be unreasonably delayed, and when begun shall be diligently pursued to completion at the earliest practicable date, and during the period from the date of such damage or destruction to the date of restoration or rebuilding, the rent shall abate, except that in no event shall the rent abate for more than one hundred twenty (120) days for any one such occurence, even in the case of complete destruction.

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Except as to conveyances to T. F. Huguenin, Anna H. Lowndes and Rosa A. Douglas or any one or more of them, or to one of more of the members of their immediate families, should lessor receive a bona fide acceptable offer for the sale of said premises, said offer shall first be communicated to lessee, with an option to buy

and a