

If the leased premises or the adjoining premises known as the other Cauble property or the adjoining premises known as the Davenport property are so damaged or destroyed by fire or other casualty which is covered by insurance carried by the Tenant during the last eighteen months of the term hereof, to such an extent as to become entirely unfit for use and occupancy by the Tenant in the operation of its business thereon, then either party shall have the option to cancel this lease by giving written notice of the election to do so to the other party within fifteen days after such damage or destruction. Upon the event of such option, this lease shall terminate and end fifteen days after the receipt of such written notice and the rental for the period between the date of such damage or destruction and termination of this lease shall abate. In the event of the termination of this lease during the last eighteen months of the term hereof as above specified, the proceeds, if any, from the insurance money carried by the Tenant upon the demised premises, by reason of such damage or destruction, shall be payable and be the sole property of the Landlord.

In the event that the buildings and improvements now or hereafter to be erected upon the adjoining premises known as the other Cauble property and/or the adjoining Davenport property shall, during the term hereof, be damaged or destroyed by fire or other casualty to such an extent that the said adjoining premises and the demised premises as one unit shall become entirely unfit for use and occupancy by the Tenant in the operation of its business thereon, then the fixed rent reserved hereunder shall be abated from the period of time between the date of such damage or destruction and the date upon which the premises have been fully repaired and restored and become again available for business use, said abatement, however, not to extend over a period of time of more than six months from the date that the loss, damage or destruction by fire or other casualty occurs.

INJURY TO PERSONS OR DAMAGE TO PROPERTY

It is agreed that the Landlord shall not be responsible for and is hereby relieved from all liability by reason of injury to persons or damage to property in or about the leased premises, whether