

contemplated, LESSEE shall promptly and diligently restore the Leased Premises at LESSEE'S expense to the condition existing prior to the occurrence of the casualty or peril. Provided, however, that should such casualty damage occur within the last three (3) years of the primary term, LESSEE shall not rebuild unless LESSEE within thirty (30) days of such casualty damage exercises an option to extend the term of this Lease. Since LESSEE has agreed to restore the Leased Premises in the event of casualty damage and since LESSEE has numerous other properties as to which it is self-insured, LESSEE may be a self-insurer as to the Leased Premises, provided that on the written request of LESSOR, LESSEE shall procure and maintain fire and extended coverage insurance on the building of the type then customarily purchased by LESSEE, to at least 80% of its insurable value and naming LESSOR as an additional insured.

12. **LIABILITY INSURANCE.** LESSEE agrees at LESSEE'S expense to maintain in force continuously throughout the term of this Lease and any extension thereof public liability insurance covering the Leased Premises, with limits of \$100,000 for death or injury to one person and \$300,000 for bodily injury to any group of persons as a result of one accident or occurrence and \$25,000 for property damage, and shall upon written request of LESSOR furnish LESSOR a certificate by the insurer that such insurance is in force.

13. **COMPLIANCE WITH LAWS.** LESSEE will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the Leased Premises.

14. **ASSIGNMENT AND SUBLETTING.** LESSEE shall have the right to assign or sublease the whole or any part of the Leased Premises, provided that any assignment or sublease shall be subject to all of the terms and conditions of this Lease and that LESSEE shall remain primarily liable for the payment of the rent and the performance of the terms and conditions of this Lease.

15. **BANKRUPTCY.** Should LESSEE make an assignment for benefit of creditors or be adjudicated bankrupt, such action shall constitute a default of this Lease for which LESSOR, at its option, may terminate all rights of LESSEE or its successors in interest under this Lease.

16. **EMINENT DOMAIN.** If all of the Leased Premises are taken under the power of eminent domain or conveyed under threat of condemnation, or if only a part of the Leased Premises are so taken or conveyed and LESSEE shall determine that the remainder is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, then in either event, this Lease shall terminate effective as of the date LESSEE is required to give up the right to occupy or use any part of the Leased Premises. The termination of this Lease as above provided shall not operate to deprive LESSEE of the right to make claim against the condemning authority for any damages suffered by LESSEE, but LESSEE shall have no right to make any claim against LESSOR because of such termination. If this Lease is not terminated as above provided, LESSOR and LESSEE shall agree upon an equitable reduction of the rent. If the parties fail to agree upon such reduction within 60 days from the date of the final award or payment for the part of the Leased Premises so taken or conveyed, LESSOR and LESSEE shall each choose an arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators as to the reduction, if any, shall be binding upon LESSEE and LESSOR and any expense of arbitration shall be divided equally between LESSEE and LESSOR. All damages awarded for the fee of the Leased Premises shall be the property of the LESSEE.