

fire and extended coverage insurance on the building which constitutes the Leased Premises. Such insurance carried by the Landlord shall cover only the structure itself and Tenant only shall carry all insurance on the contents in said structure without cost to the Landlord.

ARTICLE 9

ASSIGNMENT; SUBLETTING

Section 9.01. Assignment-Subletting.

Tenant may assign this lease or sublet the whole of the demised premises upon receiving written consent of Landlord, to any party acceptable to Landlord, and Landlord agrees that its acceptance shall not be unreasonably withheld, but if Tenant does so assign or sublet, Tenant shall remain primarily liable and responsible under this lease.

ARTICLE 10

DAMAGE OR DESTRUCTION; CONDEMNATION

Section 10.01. Damage or Destruction of Leased Premises.

Should the building upon the Leased Premises be totally destroyed by fire or other casualty covered by Landlord's insurance, or damaged to such an extent as to render it wholly unfit for occupancy under existing building codes and regulations then this lease may be cancelled by either of the parties by giving written notice within thirty (30) days after the occurrence of such fire or other casualty. However, if the damage is such that rebuilding or repairs can be completed within one hundred twenty (120) days (it being agreed that if such rebuilding or repairs cannot be cured within said one hundred twenty (120) day period and Landlord commences the rebuilding or repair thereof within such one hundred twenty (120) day period and completes the same with due diligence, such damage shall be deemed rebuilt or repaired within such one hundred twenty (120) day period) and at a cost not to exceed fifty percent (50%) of the fair market value of the building immediately prior to said fire or other casualty (said cost to be determined by estimates or bids to repair or rebuild submitted to Landlord), then the Landlord covenants and agrees to make such repairs with reasonable promptness and dispatch, to notify Tenant within thirty (30) days from date of such fire or other casualty of its intention to make said repairs, and to grant to Tenant such a reduction or remission of rent, either in whole or in part, as shall be just and proportionate, and the parties covenant and agree that the terms of this Lease shall not be otherwise affected.

Landlord's election to restore shall not include Tenant's fixtures, merchandise, and improvements.

Notwithstanding anything in this section to the contrary, should damage to Tenant's building occur during the final six months of the lease term, then Landlord may terminate this Lease.

Section 10.02. Condemnation.

(a) If any portion of the building constituting the

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