

Lessor, subject to the interest of any mortgagee therein, a fifteen (15%) per cent interest in any policy of insurance covering such casualty or other occurrence, free of all other claims thereto, and thereupon terminate this lease as of the date of such occurrence.

In the event the destruction of the premises shall be less than fifty (50%) per cent of the replacement costs thereof, Lessee shall be allowed an abatement in the rent for such time as the building is untenable due to the destruction of the premises and this abatement in rent shall be proportionate to the extent that the demised premises were untenable.

CONDEMNATION

9. In the event that all or any part of the premises or any leasehold or interest in the premises shall be taken or damaged by the exercise of the power of eminent domain, then (whether or not this lease shall terminate by operation of law upon such exercise of the power of eminent domain) the amount of damages resulting to the Lessor and the Lessee, respectively, and to the respective interests of the Lessor and the Lessee in and to the demised land and any buildings or improvements thereon and in, to and in connection with the lease, by reason of such exercise of the power of eminent domain, shall be separately determined and computed by the court having jurisdiction and separate awards and judgments with respect of such damage to the Lessor and Lessee, respectively, and to each of such respective interests, shall be made and entered. The Lessor shall receive and retain the amount of such damages so determined with respect to the Lessor's interest, and the Lessee shall receive and retain the amount of such damage so determined with respect to the Lessee's interest.

In the event the leased premises are so substantially and permanently taken by the power of eminent domain as to make the leased premises in the opinion of the Lessee unsuitable for continuing the use of said premises as an office building, then said lease may be terminated by the Lessee as of the effective date of the taking by notice given by Lessee to Lessor. Any such termination shall be without prejudice to any claim of Lessee against the condemning authority for damages resulting to Lessee from such condemnation. In the event the leased premises shall be partially and permanently taken by the power of eminent domain but in the opinion of Lessee the uncondemned portion of the leased premises is suitable for continuing use as an office building and parking facilities, then this lease shall not terminate.