

period LESSEE shall not have commenced to cure said breach and continue its efforts with due diligence), then LESSOR, besides other rights or remedies it may have, shall have the immediate right of re-entry. Should LESSOR elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time, without terminating this lease relet said premises or any part thereof for the account of LESSEE, for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its own discretion may deem advisable. Rentals received from such letting shall be applied: ^{second} ~~first~~ to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; ^{third} ~~second~~ to the payment of rent due and unpaid hereunder; and ^{first} ~~third~~ to the payment of any cost of such reletting. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by LESSEE hereunder, the LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly.

XV DESTRUCTION OF BUILDING

In the event of any damage to the building or any part thereof, which damage is caused by fire, wind, water, earthquake or similar casualty, and which damage is covered and insured against by the extended fire insurance coverage agreed to be maintained during the term or until the sooner termination hereof by LESSEE, this lease shall remain in full force and effect and LESSEE shall pay each month, as rental for such part of the demised premises as shall be reasonably fit for use and occupancy by LESSEE until the damage be repaired, an amount in the same proportion to the rent reserved herein as the area of the building reasonably fit for use and occupancy by LESSEE bears to the total area of the building. LESSOR shall have no obligation or liability whatsoever to LESSEE (unless the destruction was caused by negligence of LESSOR) and LESSEE shall not be entitled to nor recover any damages whatsoever against LESSOR for any loss occasioned by the said injury or damage, but LESSOR shall with reasonable diligence after the occurrence of the event causing said damage, cause said building to be repaired and restored to the same general condition to which it existed at the time of the occurrence of said event no later than ninety (90) days thereafter.

In the event the building is substantially destroyed, LESSEE may, at its option, terminate the lease. LESSEE must notify LESSOR in writing of its intent to terminate within thirty (30) days of the occurrence.

XVI CONDEMNATION

If any part of the demised premises shall be taken or condemned for a public or quasi-public use (or any transfer is made in lieu thereof), and a part thereof remains which is suitable for the use contemplated hereunder, this lease shall, as to the part so taken, terminate as of the date title shall be taken by the condemnor and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rental as the value of the part remaining after the condemnation bears to the whole of the demised premises at the date of condemnation. If all of the demised premises be taken or condemned, or so much thereof that the use by LESSEE shall be substantially impaired, ^{loss of more than 25% of parking constitutes "substantially"} and in this regard the parties acknowledge the parking area to be of great importance to the business of LESSEE), the LESSEE may thereupon terminate this lease. All compensation awarded upon any such condemnation or taking shall go to the LESSOR and the LESSEE as provided by law; but LESSEE shall in any event be entitled to the award of an amount equal to the unamortized cost of all improvements to the premises made by LESSEE and to the unamortized cost of its fixtures.

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