

10.2 Apportionment. Although the title to the building and improvements placed by the Lessee upon the demised premises will pass to the Lessor, nevertheless, for purpose of condemnation, the fact that the Lessee placed such buildings on the demised premises shall be taken into account, and the deprivation of the Lessee's use of such buildings and improvements shall, together with the term of the lease remaining, be an item of damage in determining the portion of the condemnation award to which the Lessee is entitled. In general, it is the intent of this Section that, upon condemnation, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. In this connection if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the property, as though it were vacant property, shall be allocated to the Lessor, and the then value of the building or buildings thereon shall be allocated between the Lessor and Lessee after giving due consideration to the number of years remaining in the term of this lease and the condition of the buildings at the time of condemnation.

Article 11

Lessee's Right to Build

11.1 Building not mandatory. This Lease is executed with the understanding and agreement that the Lessee is not obligated to construct any buildings or improvements on the demised premises, but if the Lessee desires to construct a building or buildings on the demised premises or any portion thereof, such building or buildings will be commercial buildings.

11.2 Lessee to bear expenses. If and when Lessee desires to construct any building, the Lessee covenants and agrees that the building or buildings must be constructed and paid for wholly at the expense of the Lessee.

11.3 Financial commitment. Before commencing the building, the