

immediately prior to said loss and the rental due and payable under the terms of this lease shall be abated in proportion that the portion of the improvements rendered untenable by said fire or other casualty bears to the whole of the improvements. In the event the permanent improvements should be totally destroyed by fire or other casualty, the rent shall be abated in its entirety and the entire proceeds of such policy shall be used to restore said premises to their condition prior to said loss without unnecessary delay after which said rent shall again accrue. Any additional costs which may be necessary to restore said premises in the event of a total loss shall be borne by the Lessor; provided, that in the event any damage to or destruction of the premises cannot reasonably be repaired within ninety (90) days, Lessee shall have the option of terminating this lease, whereupon all rents herein provided shall abate; and, further provided that in the event such improvements are totally destroyed within the last twelve (12) months of this lease, and the insurance proceeds are inadequate to restore the demised premises to its former condition, Lessor shall have the option of terminating this lease in which event rents shall abate from the date the premises became uninhabitable, provided, however, that Lessee shall have the continued right to exercise the option to purchase herein granted for a period of sixty (60) days following any such termination by Lessor in which event all insurance proceeds shall be payable to Lessee.

Lessor and Lessee hereby waive any and all rights of recovery against the other for or arising out of damage to or destruction of the demised premises, or the building and improvements thereon, and any other of their property from causes then included under standard fire and extended coverage insurance policies or endorsements and, if any additional premium is required to effectuate such waiver, then such additional premium shall be paid by the beneficiary of such waiver of subrogation.