

restore the remainder of the building and other improvements on the leased property so that the remainder of the building and other improvements when complete shall be substantially the same in character as prior to such partial taking. The proceeds from the condemnation proceedings of such partial taking shall be paid to the Lessor in the amounts so expended by it for restoration and reconstruction of the premises, with the balance of said proceeds to be paid to the Lessor and Lessee, jointly, with the understanding by and between the parties hereto that the matter of division or apportionment of proceeds can be arbitrated if an agreement is not reached by the parties hereto, as in accordance with the procedures set forth hereinabove. In the event that partial taking does not render the premises unsuitable for the Lessee's business operation, then if an agreement between the parties as to the amount of rental cannot be determined, then the matter shall be set before an arbitration committee as described and outlined hereinabove.

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LOSS BY REASON OF FIRE: If substantially all (50 percent or more) of the leased premises shall be destroyed by fire, then the Lessor shall have the option of restoring completely the premises to its original condition and during the term of construction, rent shall cease and shall commence only when the Lessee is able to operate the business from the premises. In the event partial operation by the Lessee is possible during the construction, the rent shall be apportioned for the amount of space and utilization of the premises affected. In the event of a partial destruction (less than 50 percent) by fire, or other hazards, of the leased premises so that business can still be effectively operated, then this lease shall not terminate and the Lessor shall promptly reconstruct and restore the remainder of the building and other improvements on the leased premises so that the improvements reconstructed when completed shall be substantially the same in character as prior to the partial destruction. During the time of reconstruction, the rent shall be proportioned according to the use Lessee makes of the premises.