

TITLE TO REAL ESTATE

~~that it will not unreasonably withhold and said new building shall be constructed and completed by the Tenant with due diligence, but in any event within eight months from the time of said destruction, unless prevented by war, strikes, or other causes beyond the control of the Tenant.~~

In the event that the building is so damaged by fire or other casualty as to require the rebuilding thereof, before proceeding with the construction of said new building the Tenant shall deliver to Mark W. Cauble, one of the Landlords, three complete sets of plans and specifications for said new building and shall obtain the written approval of the said Mark W. Cauble, one of the Landlords thereto, which the said Mark W. Cauble agrees that he will not unreasonably withhold. If the said Mark W. Cauble shall unreasonably withhold his approval of said plans and specifications for a period of twenty (20) days, or shall fail to disapprove said plans and specifications within said period of twenty (20) days, then said plans and specifications shall be deemed to have been approved, in writing, by all of the Landlords. Said new building shall be constructed and completed by the Tenant with due diligence, but in any event within eight (8) months from the date of said destruction, unless prevented by war, strikes, or other causes beyond the control of the Tenant.

F.C.F.	O.T.G. (Sr.)	M.M. G.S.	G.L. G.W.	J.C.H. Cashier			
O.T.G. (Sr.) Gdn.	B.C.B.	E.W.W.	J.C.H.	E. W.J.	M.W.C.	M.P.	C.V.C.

If the leased premises or the adjoining premises known as the Davenport property are so damaged or destroyed by fire or other casualty which is covered by insurance carried by the Tenant during the last eighteen months of the term hereof, to such an extent as to become entirely unfit for use and occupancy by the Tenant in the operation of its business thereon, then either party shall have the option to cancel this lease by giving written notice of the election to do so to the other party within fifteen days after such damage or destruction. Upon the event of such option, this lease shall terminate and end fifteen days after the receipt of such written notice and the rental for the period between the date of such damage or destruction and termination of this lease shall abate. In the event of the termination of this lease during the last eighteen months of the term hereof as above specified, the proceeds, if any, from the insurance money carried by the Tenant upon the demised premises, by reason of such damage or destruction, shall be payable and be the sole property of the Landlord.

The Landlord covenants and agrees that prior to the commencement of the term of this lease the Landlord will, at Landlord's own cost and expense, keep the buildings and improvements now erected on the leased premises fully insured against loss, destruction or damage by fire or other casualty in an amount equivalent to eighty per cent (80%) of the full insurable value thereof above foundations. If, prior to the commencement of the term of this lease, the demised premises shall be damaged or destroyed by fire or other casualty, and the present tenancy shall be terminated, then the Tenant agrees to repair, restore, or rebuild said premises on condition, however, that the Landlord shall immediately notify the Tenant in writing of such damage or destruction and shall make available to the Tenant the full insurance moneys to be paid to the Tenant from time to time upon certificates of an architect in the manner provided for the payment of insurance moneys in the event of a fire after the commencement of the term of this lease as herein provided. The Tenant agrees to prosecute the work with all diligence and the term of this lease and the obligations of the Tenant hereunder shall not commence until the full completion of the repairs or rebuilding.

In the event that the buildings and improvements now or hereafter to be erected upon the adjoining premises known as the Davenport property shall, during the term hereof, be damaged or destroyed by fire or other casualty to such an extent that the said adjoining premises and the demised premises as one unit shall become entirely unfit for use and occupancy by the Tenant in the operation of its business thereon, then the fixed rent reserved hereunder shall be abated from the period of time between the date of such damage or destruction and the date upon which the premises have been fully repaired and restored and become again available for business use, said abatement, however, not to extend over a period of time of more than six months from the date that the loss, damage, or destruction by fire or other casualty occurs.

INJURY TO PERSONS OR DAMAGE TO PROPERTY.

22. It is agreed that the Landlord shall not be responsible for and is hereby relieved from all liability by reason of injury to persons or damage to property in or about the leased premises, whether belonging to the Tenant or any other person, caused by fire or any breakage or leakage in any part or portion of the leased premises, or from water, rain, or snow that may leak into, issue, or flow from any part of the leased premises or from the plumbing work of the same.