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will use the proceeds received from the fire insurance to repair or restore the damaged improvements to the condition they were in prior to such fire.

(9) If any part of the buildings or other improvements now upon said leased premises or hereafter erected upon said premises, shall be damaged or destroyed or rendered untenable, in whole or in part, by fire, the elements or any other cause at any time during the term hereof, Lessee shall give immediate notice thereof to the Lessor. A reduction of rent, proportionate to interference to occupancy and use shall be allowed the Lessee during the time necessary to restore said premises or make the necessary repairs, as the case may be.

In case the premises hereby demised shall be damaged or destroyed or rendered untenable, in whole or in part, by fire, the elements or any other cause to the extent of seventy-five (75%) percent or more of the entire improvements constituting the premises, and the Lessor shall decide not to restore the same as at the time of beginning this lease, then upon notice by the Lessor of its decision to terminate, this lease shall cease and rent shall be paid up to the time of such damage or of such termination and no longer.

(10) If the whole of the leased premises shall be taken by right of eminent domain, the lease shall be terminated as of the time of the taking, and rent payable hereunder shall be apportioned and adjusted as of such time. If a part of the leased premises shall be taken by right of eminent domain, this lease shall not be terminated but after such taking, the rent payable hereunder shall abate in proportion to the area of the leased realty so taken; provided, however, that if as a result of any such partial taking of the leased premises, the remaining part thereof shall not be reasonably usable by the Lessee for its business purposes, then the Lessee shall have the right, if it so elects to terminate this lease by giving the Lessor, within thirty (30) days after such taking, written notice of the exercise of said election. Any award payable on account of such taking by eminent domain shall belong to the Lessor.

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