

DAMAGE TO PREMISES

Article 4. If the demised premises shall be damaged or destroyed by fire or any other hazard coverable by fire insurance with what is commonly referred to as extended coverage, to an extent less than fifty per cent (50%) of its full, fair, insurable value, or if not in excess of twenty per cent (20%) of the demised premises shall be damaged or destroyed by an hazard not coverable by fire insurance with extended coverage, the LANDLORD will proceed with due diligence to repair or restore the same to the same condition as existed before such damage or destruction.

If the demised premises shall be damaged or destroyed by fire or any other hazard coverable by fire insurance with what is commonly referred to as extended coverage to an extent greater than fifty per cent (50%) of its full, fair, insurable value, or if in excess of twenty per cent (20%) of the value of the demised premises shall be damaged or destroyed by any hazard not coverable by fire insurance with extended coverage, the LANDLORD shall have the option to cancel this lease by giving written notice of such cancellation to the other within sixty (60) days after the happening of such damage or destruction, but if the LANDLORD does not exercise such option, the LANDLORD at its own expense, will proceed with due diligence to repair or restore the same to the same condition as existed before such damage or destruction.

fixed rent shall be abated pro rata in proportion to the decrease of the usefulness of the demised premises to the TENANT so long as the demised premises are untenable, in whole or in part, by reason of the repair or replacement thereof in accordance with the foregoing provisions of this Article.

INSURANCE

Article 5. The LANDLORD agrees that it will keep the demised premises set forth in "Exhibit A" herewith insured against loss or damage by fire with extended coverage to the full, fair insurable value thereof. The TENANT shall have no liability for any loss or damage to the demised premises covered by the insurance which the LANDLORD is required by this Article to keep in effect, even if such loss or damage by caused by the negligence or misconduct of the TENANT, its agents, servants or invitees.