

11. It is mutually covenanted and agreed:

~~(a) If the term hereof is for more than five (5) years, and if the total real estate taxes levied on all buildings and land in the Shopping Center described in Exhibit "A" for any year during the remainder of the lease term shall exceed the average annual total real estate taxes levied during the first five (5) years of said lease term then and in that event, Tenant agrees to pay on demand as additional rent Tenant's share of such excess which shall be in the proportion which the floor space of the leased premises bears to the total floor space of all rental floor space in the Shopping Center; and that Tenant's share of such excess shall be prorated in the event Tenant is required to make such payment for a partial lease year.~~

(b) That if the leased premises shall be wholly or partially destroyed or damaged by fire, or other casualty, this lease shall not be terminated, but Landlord shall rebuild and restore said premises within a reasonable time and the minimum rent shall be abated proportionately until the leased premises shall have been restored; ~~if fifty per cent (50%) or more of the entire Shopping Center is destroyed by fire or other casualty, either party may, by written notice, given within thirty (30) days after such destruction, terminate this lease.~~

(c) In the event any of the leased premises are taken by eminent domain, the minimum rent shall be abated proportionately from the date of such taking. If twenty per cent (20%) or more of the leased space is so taken, the Tenant may be written notice to Landlord within thirty days after receipt of notice of the condemnation proceedings, terminate said lease. ~~If fifty per cent (50%) or more of the entire Shopping Center is taken by eminent domain, Tenant may, by written notice given within thirty (30) days after knowledge of such taking, terminate this lease.~~ All compensation awarded under any eminent domain proceeding shall be the property of Landlord regardless of whether such damages shall be awarded as compensation for the diminution in value of the leasehold or to the fee of the leased premises. Provided, however, Landlord shall not be entitled to any award made Tenant for depreciation to and cost of removal of stock and fixtures.

(d) If the Tenant shall be adjudicated a bankrupt or voluntarily petition for bankruptcy, or be placed in the hands of a receiver or make an assignment for

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