

to Lessor and Mortgagee a certified copy of the resolution of Lessee's Executive Committee making the determination specified above in this Section 10.1.

Subject to the provisions of this Section, in the event of any such Taking, the Lessor or Mortgagee shall be entitled to receive all awards and payments payable to the Lessee on account of such Taking. Lessee hereby irrevocably assigns to the Lessor all rights of the Lessee to any award or payment on account of any Taking. In any proceedings in respect of a Taking, the Lessor and Mortgagee may consult in respect thereof and participate therein at the expense of the Lessee. The Lessee will pay all costs and expenses (including, without limitation, attorney's fees and expenses) of the Mortgagee and Lessor in connection with any such Taking and seeking and obtaining any award or payment in respect thereof (such cost and expenses being hereafter called "condemnation expenses"). Provided no default shall have occurred and be continuing under this Lease, the Assignment or the Genesee Agreement, upon a termination of this Lease with respect to such Property and a purchase of such Property in accordance with this Section 10.1, the Lessor shall pay over the amount of any award received by it, after the payment of condemnation expenses, to Lessee with respect to such Property, or, if the entire amount of such award shall not have been received, all rights to receive such award shall be assigned to Lessee.

10.2. *Condemnation Not Resulting in Termination.* In the event of a Taking of any Property which shall not result in termination of the term of this Lease as to the Property affected, or a purchase of such Property, as provided in Section 10.1:

(a) This Lease shall remain in full force and effect with respect to such Property as affected by such Taking:

(b) Lessee shall, at its expense and whether or not the award or payment on account of such Taking shall be sufficient for the purpose, promptly effect the restoration of the buildings and other improvements on such Property as nearly as possible to their value immediately prior to such Taking, except for any reduction in area caused thereby, such restoration to be effected in compliance with Section 6.1;

(c) All awards or payments on account of such Taking shall be paid to Mortgagee, or if the Mortgagee shall have been discharged, to the Lessor, and applied to restoration substantially in the same manner and subject to the same conditions as those specified in Section 9.3 with respect to insurance moneys. Lessee hereby irrevocably assigns to Mortgagee, or, if the Mortgagee shall have been discharged, to the Lessor, all rights of Lessee to any such award or payment. Lessor and Mortgagee shall have the right to participate in, any proceedings relating to such award or payment. Lessee will pay all condemnation expenses in connection with any such Taking and seeking and obtaining any award or payment in respect thereof. If the cost of such restoration shall exceed the amount of the award, such deficiency shall be paid by Lessee. Any balance of the amount remaining after such restoration shall be applied in accordance with Section 5.01 of the Mortgage.

ARTICLE 11

Use of Premises

Lessee may use the premises for any lawful purpose.

ARTICLE 12

Additional Covenants of Lessee

12.1. *Compliance with orders, etc.* Lessee covenants throughout the term of this Lease, at Lessee's sole cost and expense, promptly to comply with all requirements of all laws, orders, ordinances, rules and regulations of the Federal, state, county and municipal authorities, and with any direction or certificate of occupancy of any public officer or officers, and the orders, rules and regulations of the National Board of Fire Underwriters and each other body having similar functions, and with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the premises or any part thereof, which shall impose any duty upon the Lessor or Lessee with respect to any of the Properties or the use, occupancy or control thereof or the conduct of any business therein, whether or not any of the same require structural or extraordinary repairs or alterations.

12.2. *Discharge of Liens, etc.* Lessee will not create or suffer to exist, and will discharge, any lien, encumbrance or charge upon the