

14. CONDEMNATION: In the event the premises are made subject to a proceeding by which the right of eminent domain is exercised, or any like proceeding, Landowner and Tenant shall join and cooperate in resisting such proceeding, if such resistance is feasible, and desirable, and if it is not, shall join and cooperate in prosecuting their respective claims for damages incurred on the successful exercise of such right or proceeding. Tenant reserves unto itself all damages awarded which are based upon its leasehold interest and ownership of trade fixtures, signs and equipment or interruption of business.

If the whole of the demised premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, all obligations of the Tenant shall cease upon the date of the taking or, at the option of the Tenant, at any time after the filing of a declaration of taking under condemnation, and any unearned rent paid by Tenant shall be refunded.

In the event that a part of the demised premises shall be taken or condemned, and:

(a) The part so taken includes the building on the demised premises or any part thereof; and

(b) The part so taken shall remove from the premises ten (10%) percent or more of the frontage or depth of the parking area thereof; and

(c) The part so taken shall effectively eliminate twenty-five (25%) percent or more of the total parking area; and

(d) Such partial taking shall result in cutting off direct access from the demised premises to any adjacent public street or highway,

then, after the occurrence of all such events, the Tenant may, at any time after the filing of a declaration of taking therefor or within a period of sixty (60) days after the date when possession of the premises shall be required by the condemning authority, elect to

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