

or to the Tenant's occupation thereof of any federal, state or municipal government or any department or division thereof and comply with any rules or orders of the local Board of Fire Underwriters and of all insurance companies writing policies covering said demised premises or any part thereof, it being the intention of the parties hereto that the Tenant shall assume the entire responsibility and also fully relieve the Landlord and the Overlandlord from the responsibility of executing and complying with said laws, rules, orders, ordinances and regulations whether the work required be ordinary, or extraordinary, structural or otherwise.

EMINENT DOMAIN

Art. 17. In the event all of the demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking and the Landlord shall thereupon be released from any further liability hereunder.

In the event part of the demised premises, or more than 10% of the Entire Premises, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, the Landlord shall have the option to cancel and terminate this lease as of the date of such taking (upon giving to the Tenant notice in writing of such election within thirty (30) days after the receipt by the Landlord from the Overlandlord of written notice that said premises have been so appropriated or taken and the Landlord shall thereupon be released from any further liability under this lease).

No part of any award as a result of such appropriation or taking shall belong to the Tenant, and Tenant agrees not to look to the Landlord or Overlandlord for any part of such award.

DEFAULT

Art. 18. Each of the following shall be deemed a default and a breach of this lease unless prevented by law: (a) the filing of a petition by or against the Tenant for adjudication as bankrupt under the Bankruptcy Reform Act of 1978, as now or hereafter amended or supplemented or for reorganization within the meaning of Chapter 11 of the said Bankruptcy Act; (b) the dissolution or liquidation of the Tenant, whether instituted by or against the Tenant; (c) the making by the Tenant of an assignment for the benefit of creditors; (d) abandonment of the demised premises or any part thereof by the Tenant; (e) failure to perform any covenant (except the covenant concerning the payment of rent) or condition of this lease on the part of the Tenant to be performed and if such default continues for a period of fifteen (15) days after notice in writing of the existence of such default shall be given by the Landlord to the Tenant; (f) failure by the Tenant to pay within ten (10) days after written demand therefor any rent or other sum or sums ascertainable and payable to the Landlord under the terms of this lease; (g) passage of this lease by operation of law to any person or persons other than the Tenant; (h) appointment of a receiver or trustee for the Tenant's property if such receiver or trustee shall not be discharged within thirty (30) days after his appointment.

NOTICE OF TERMINATION

Art. 19. In the event of any such default on the part of the Tenant, this lease may be terminated by the Landlord at any time thereafter by giving to the Tenant not less than five (5) days' notice in writing of its intention to terminate this lease. Upon the date specified in such notice of termination, this lease and the term hereof shall expire and come to an end in the same manner and to the same extent as if such date were the date herein provided for the expiration of the term of this lease. Such right of termination shall be in addition to any other rights and remedies of the Landlord under the provisions of this lease.