

- Page Four -

without Lessor's consent. In the event of such sub-leasing or assignment, the Lessee shall in all respects remain liable for the faithful performance of this lease and all its covenants as shall any assignee or assignees.

X. CONDEMNATION

(a) In the event that the premises are totally taken through the exercise of the right of eminent domain, then this lease shall terminate on the last day of the year after the time that said condemning authorities take possession of the premises.

(b) In the event that part of the premises are taken by the exercise of the right of eminent domain but less than one-half (1/2) of the total premises are so taken, then, this lease shall not terminate but the rent shall be decreased in the same proportion that the square footage of property taken by the exercise of the right of eminent domain bears to the total square footage of the demised premises. The Lessor, however, is given the option to replace such portion of the premises as may have been condemned with an equal amount of square footage to that taken by condemnation, such added land to be adjacent to the remaining leased property. If the Lessor exercises this option the rent shall continue in full.

*Subscribed
JH*

(c) In any of the circumstances set forth in this Paragraph XII, Lessor shall be entitled to the sole award for the taking of the land and the building. Nothing contained herein however shall prevent Lessee from receiving its own claim for any of its equipment that may be taken or for breach of its leasehold.

XI. LESSEE'S COVENANTS

The Lessee agrees that during the term of this lease:

(a) Neither the premises nor any part thereof shall be used for any noxious or hazardous business or any unlawful purpose.

(b) The premises shall be kept free from all nuisances.

(c) Neither the premises nor any part thereof shall be occupied or used for any purpose or in any manner forbidden by or contrary to, any law or ordinance or municipal regulation.

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