

of this matter without prejudice from the preliminary arbitration procedure set forth above. Nothing herein contained shall prejudice the rights of either party to enforce its rights and obtain a recovery by way of settlement or condemnation proceedings from any governmental agency taking or condemning said property; provided that any recovery thereby obtained shall be held subject to the terms of this lease and to be allocated as provided herein.

17. **BANKRUPTCY OR RECEIVERSHIP:** In the event of bankruptcy or receivership of the Lessee, or its assigns, or should the Lessee make any assignment for the benefit of creditors, the Lessor may, at its option, declare this lease immediately terminated, and take possession of the premises, including all furniture, fixtures and equipment located in or on the premises, subject however, to the lien of any existing first mortgage upon the real estate of the Lessee, or should the Lessee fail to pay any installment of the rent, or to pay taxes on the land, buildings, equipment, furnishings, or fixtures, within thirty (30) days after the same shall become due, or fail to perform any of the terms herein, the Lessor may, at its option, either declare the rental for the entire term immediately due and payable and proceed to collect the same, or may declare this lease terminated and take immediate possession of the premises, subject however, to the lien of any existing mortgage on the leasehold interest of Lessee. Lessee shall have the right to contest the validity of any taxes or assessments which it deems to have been illegally assessed or levied against the property, or to contest any appraisal of

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