

(e) All premiums and charges for all such insurance shall be paid by Lessee and if Lessee shall fail to make any such payments when due, Lessor may pay the same but shall not be obligated to make such payments or carry such policies and any amounts so paid by Lessor with interest thereon at the highest legal rate shall be repaid to Lessor by Lessee on demand, and any such amounts so paid shall be considered as rent due for the purpose of default under the terms of this lease.

(f) Lessee shall not violate or permit to be violated any of the conditions or provisions of any policy of insurance carried by Lessee pursuant to this lease, and Lessee shall perform and satisfy in respect of the premises and buildings and such policies, all applicable requirements of the insuring companies.

(g) All insurance policies carried by the Lessee covering the demised premises, including but not limited to fire, standard extended coverage, and public liability insurance, shall expressly waive any right of subrogation or other right on the part of the insurer against the Lessor, their agents, servants, and employees.

CONDEMNATION

14. If at any time during the term of this lease or any extension thereof the entire premises or such portion thereof as would render the use of the premises unprofitable or impracticable for purposes of Lessee's use of the premises as authorized hereunder, shall be taken or appropriated by virtue of eminent domain or other similar proceedings, or be condemned for any public or quasi-public use, the Lessee shall have the right and privilege, if not then in default hereunder, of terminating this lease by giving Lessor thirty (30) days' prior written notice of such termination. Such termination shall not affect Lessee's right to recover the apportionment of damages as herein provided. All rents and other charges and payments reserved herein and not then due shall be permanently abated from the time of such termination of this lease and all other rents and other amounts payable by Lessee hereunder and partially accrued or earned but not then due shall be prorated to the date of such termination.

In the event of a partial taking or appropriation of the demised premises by such public or quasi-public authority not resulting in a termination of this lease but substantially affecting Lessee's use of the premises, Lessee may, within sixty (60) days after such partial taking, notify Lessor in writing of any claim by Lessee of any right to an adjustment in rent on account thereof and Lessee shall in such event, and provided such notice is given, be entitled to an adjustment of rent in such amount as shall be just and equitable. In the event such amount cannot be agreed upon between the parties hereto, the same shall be determined by arbitration in accordance with the rules and procedures of the American Arbitration Association.

Damages to or loss of any improvements erected by or paid for by the Lessee on the demised premises shall be the basis of damages claimed by the Lessee against the taking authority without diminution by reason of any provision in this lease or by operation of law that the said leasehold improvements may be

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