

ARTICLE XIV

EMINENT DOMAIN

If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Owner for the value of any unexpired term of this lease.

If the whole of the common parking areas in the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Owner shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Owner at its own expense within ninety (90) days from the date of acquisition. In the event that Owner shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect. In any event, Tenant shall have no claim against Owner for the value of any unexpired term of this lease.

If more than 10% of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Owner for the value of any unexpired term of this lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Owner shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect.

If more than 20% of the parking area in the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then the term of this lease shall cease and terminate from the date of title vesting in such proceeding, unless the Owner shall take immediate steps toward increasing the parking area to a size not less than 80% of the original area prior to taking in which event, this lease shall be unaffected and remain in full force and effect as between the parties. In any event, Tenant shall have no claim against Owner for the value of any unexpired term of this lease.

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Owner is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

Although all damages in the event of any condemnation are to belong to the Owner whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Owner, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XV

DEFAULT OF THE TENANT

If Tenant shall violate or default any of the other covenants, agreements, stipulations or conditions here, or if Tenant, its customers, invitees and/or employees shall knowingly continue to violate any of the reasonable rules and regulations that may be made from time to time hereafter with respect to the use and operation of said parking area or areas, or the use of said loading and unloading concourse and/or the maintaining and cleaning of any part of said common area, and such violation or default including any failure to pay rent, shall continue for a period of twenty (20) days after written notice of such violation or default shall have been given by Landlord to Tenant, then it shall be optional for the Landlord to declare this lease forfeited and the said term ended, and to re-enter said premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Landlord shall not be liable for damages by reason of such re-entry or forfeiture. If any part of the rent shall remain due and unpaid for twenty (20) days next after the same shall become due and payable, Landlord shall have the option of declaring the balance of the entire rent for the entire rental term of this lease, to be immediately due and payable, and Landlord may then proceed immediately to collect all of the unpaid rent called for by this lease by distress or otherwise, or Landlord may institute summary proceedings for the recovery of the possession of the demised premises in all cases provided for by law. Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, such additional sums as the court may adjudicate reasonable as attorney's fees in any suit or action instituted by Landlord to enforce the provision of this lease, or the collection of the rental due Landlord hereunder.

Neither this lease, nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if any reorganization proceeding under the federal laws be instituted by or filed against Tenant, then and in any of such events Landlord may at its option terminate this lease and all rights of Tenant herein, by giving to Tenant notice in writing of the election of Landlord so to terminate. Tenant shall not cause or give cause for the institution of legal proceedings seeking to have Tenant adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or a receiver for Tenant's assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or a receiver of Tenant or its assets, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty days after such allowance or appointment.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the leased premises, by reason of the violation by Tenant of any of the covenants or conditions of this lease, or otherwise.

ARTICLE XVI

ACCESS BY OWNER

Owner or Owner's agents shall have the right to enter the leased premises at all times to examine the same, and to show them to prospective purchasers or leasees of the building, and to make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable, and Owner shall be allowed to take all material into and upon said premises that may be required therefor without same constituting an eviction of Tenant in whole or in part and

0.853

4328 RV.2