

CONDEMNATION  
OR PUBLIC USE

Article 6. In the event the whole of the entire premises or any part or 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 TENANT shall thereupon be released from any further liability hereunder. The TENANT shall have no interests in any sum received by the LANDLORD as a result of such taking.

In the event that more than twenty per cent (20%) of the entire premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority and the ratio of customer parking such appropriation or taking and the demised premises shall no longer be satisfactory for the use thereof by the TENANT, then the TENANT shall have the right to cancel and terminate this Lease as of the date of such taking upon giving to the LANDLORD notice in writing of such election within thirty (30) days after the receipt by the TENANT shall thereupon be released from any further liability under this lease, and shall have no interest in any sum received by the LANDLORD as a result of such taking. The LANDLORD agrees immediately after any appropriation or taking to give to the TENANT notice in writing thereof.

If this Lease is terminated in either manner herein provided, the fixed rent for the last month of the TENANT'S occupancy shall be pro-rated and the LANDLORD agrees to refund to the TENANT any rent paid in advance.

UTILITIES

Article 7. The LANDLORD, at its own expense, agrees to provide to the demised premises the utility requirements (connections for sewer, water, gas and electricity) of the TENANT. The TENANT shall pay when due all bills for water and sewerage, gas electricity, telephone and other public utilities used on or charged against the demised premises during the term of this lease, including any charges for the same occasioned by the use of the demised premises by the TENANT before the commencement of the term of this Lease.