

Eminent
Domain
(Section 12
of the Lease)

* at any
time
during
the term
of this
Lease, as
the same
may be
extended

7. (a) In the event of a taking for any public or quasi-public use by any lawful power or authority by exercise of the right of condemnation or of eminent domain or by agreement between Landlord and those having the authority to exercise such right* (hereinafter called Taking) of the entire Demised Premises then (1) this Lease and the term hereof shall cease and expire as of the date of vesting of title or transfer of possession, whichever occurs earlier, as a result of the Taking, and (2) any fixed annual rent and Charges/paid for a period after such date of termination shall be refunded to Tenant upon demand.

(b) (1) In the event of a Taking at any time during the term of this Lease, as the same may be extended, of any part of the building(s) from time to time located on the Demised Premises, or in the event of a Taking resulting in a reduction of ten (10%) percent or more of the parking areas of the Demised Premises, or in the event of a Taking of any part of the area labeled Prohibited Taking Area on Exhibit A, or in the event of a Taking resulting in a division of the Demised Premises, or in the event of consequential damages including, without limitation, a denial of adequate access or diminishing of access to the Demised Premises or any change in the traffic patterns relating to the public and/or private roadways abutting or leading to the Demised Premises, whether or not a Taking shall have occurred, then Tenant may elect to purchase the Demised Premises in accordance with Section 10(h)/as if a casualty shall have occurred by giving a Lessee Casualty Offer/ to Landlord on or before the date which is 120 days after receipt by Tenant of notice that the Taking or consequential damages have occurred.

COPIES

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