

Leased Premises shall be condemned or taken under the power of eminent domain by any lawful authority such that Tenant determines that it may not effectively continue to conduct its normal operations in the Leased Premises, Tenant may, at its option, terminate this Lease by giving notice to the Landlord in writing within thirty (30) days after judgment of the Court or other body ordering such taking, and rent and any other payments shall be paid and adjusted as of such date, and Landlord and Tenant shall be released from any further liability hereunder.

(b) If a portion only of the Leased Premises is taken by lawful authority as provided above, and if Tenant does not elect to terminate this Lease as provided in paragraph (a) immediately preceding, then the rental provided for under this Lease shall be reduced as of the date possession shall be taken by the aforesaid condemning authority in the proportion which the actual floor area taken bears to all the floor area demised to the Tenant, and the Landlord shall promptly repair, restore, or rebuild for occupancy by Tenant the portion not so taken. If during the repair, restoration or rebuilding required, the Leased Premises are not usable for the conduct of the Tenant's normal operations, then the Landlord or its contractor shall temporarily have possession and rental shall be abated justly and proportionately during the period of repair, restoration and rebuilding. All other terms of this Lease shall thereafter remain the same.

ARTICLE 11

HOLDING OVER  
DELIVERY AT TERMINATION  
DEFAULT BY TENANT

Section 11.01. Holding Over.

It is mutually agreed that if Tenant shall hold over and continue in possession of the Leased Premises after the expiration of the term of this Lease or any renewal thereof without any written agreement as to such possession, and Landlord shall acquiesce therein by the acceptance of an additional monthly installment or installments of rental, then Tenant shall be regarded as a Tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all other terms and provisions of this Lease. Such tenancy may be terminated by either party upon the giving of thirty (30) days notice in writing to the other party.

Section 11.02. Delivery of Possession at Termination.

At the expiration of the term of this Lease or any renewal thereof Tenant shall deliver unto the Landlord the possession of the Leased Premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were when received, destruction or damage by fire, storm, act of God, or other casualty, and ordinary wear and tear excepted.

Section 11.03. Default by Tenant.

Any one or more of the following enumerated events is to be deemed and hereafter referred to as a "Default", to-wit:

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