

cure. Tenant shall also have the right to attempt to cure at its expense any exceptions or defects in title, but there shall be no obligation of Tenant to do so. Landlord shall diligently pursue the curing of title exceptions and defects, the satisfaction of all conditions and requirements hereunder and shall cooperate with Tenant in the satisfaction of conditions and elimination of other difficulties.

6. Tenant, at its expense, shall have the right to procure boundary and topographical surveys. This lease and Tenant's obligation hereunder are subject to the condition that surveys of the Premises to be obtained shall be sufficient in form and content as to the state of facts so that the title insurance company will waive any exception in the title binder and the title insurance policy for matters of survey.

7. Tenant shall maintain the Premises, keep same in good order and repair, and return the Premises at the expiration of the term hereof in as good condition as when received, ordinary wear and tear excepted.

8. (a) In the event that all or any portion of the Premises shall be taken during the term of this lease or any extension or renewal thereof for any public or quasi-public use under any governmental law, ordinance, regulation or by right of eminent domain, or shall be sold to the condemning authority under threat of condemnation (any of such events being hereafter referred to as a "taking"), and such taking renders the remainder unusable or unsuitable for Tenant's best business use, Tenant shall have the option of terminating this lease by giving Landlord written notice.

(b) In the event of a taking which does not give rise to an option to terminate, or in the event of a taking which does give rise to an option to terminate and Tenant does not elect to terminate, Landlord shall, at Tenant's request, make the award received by Landlord from

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