Should the Lessee exercise his option to purchase the property and should he assume any outstanding mortgages (as long as allowed by the mortgagees) the Lessor shall provide Lessee with secondary mortgage financing not to exceed \$50,000.00 payable over five (5) years at an annual interest rate of prime plus 1% to be adjusted annually over the five year term.

(c.) Lessor reserves the right to acquire refinancing and/or additional financing secured by a first and/or second mortgage on the property.

## 16. Utility Bills

Lessee shall pay all utility bills, including, but not limited to, water, sewer, gas, electricity, fuel, light, and heat bills for the leased premises and Lessee shall pay all charges for garbage collection services or other sanitary services rendered to the leased premises or used by Lessee in connection therewith.

## 17. Eminent Domain and/or Condemnation

- (a.) If the entire Premises are condemned or taken in any manner for public or quasipublic use, including, but not limited to, a conveyance or assignment in lieu of a condemnation or taking, this Lease shall automatically terminate on the earlier of the date when title vests or the Lessee is dispossessed by the condemnation or other taking. If a part of the Premises is condemned or taken, this Lease shall automatically terminate as to the portion of the Premises so taken on the earlier of the date when title vests or the Lessee is dispossessed by the condemnation or taking. If the portion of the Building or Complex that is condemned or otherwise taken requires, in the opinion of Lessor, substantial alteration or reconstruction of the remaining portions, this Lease may be terminated by Lessor on the earlier of the date when title vests or Lessee is dispossessed by the condemnation or taking, after written notice to Lessee within sixty (60) days following notice to Lessor of the date when the vesting or dispossession is to occur. If the portion of the Premises taken renders the remaining portion untenantable and unusable by Lessee, this Lease may be terminated by Lessee as of the earlier of the date when title vests or Lessee is dispossessed by the condemnation or taking, after written notice to Lessor within sixty (60) days following notice to Lessee of the date when the vesting or dispossession is to occur.
- (b.) Lessor shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasipublic use, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award that may be made in a condemnation or other taking, together with any and all rights of Lessee now or hereafter arising to all or a part of the award; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in, or require Lessee to assign to Lessor, any award made to Lessee specifically for its relocation expenses, the taking of personal property and fixtures belonging to Lessee, or the interruption of, or damage to, Lessee's business.
- (c.) In the event of a partial condemnation or other taking that does not result in a termination of this Lease as to the entire Premises, the Rent and Additional Charges shall abate in proportion to the portion of the Premises taken by the condemnation or other taking.



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