

used for the purposes of construction and maintenance of buildings and improvements having a fair market value equal to those situate on the premises at the time of the exercise of such power, then this Lease may at the option of either party terminate at the time possession must be surrendered and the Tenant shall be relieved of all future covenants, agreements and obligations hereunder; provided, however, that all damages or other awards allocable to any buildings and improvements upon the demised premises taken or condemned under such powers or eminent domain shall be paid to the Tenant and all damages or awards for the taking under such powers of the vacant land shall be paid to the Landlord.

13.

The Landlord shall join in, petition and otherwise fully cooperate with the Tenant in any applications for permits, licenses, zoning amendments or other governmental orders of whatsoever kind and nature which may be deemed necessary or desirable by the Tenant for the construction and maintenance of buildings and improvements thereon including the alteration, addition, repair or change in such buildings and improvements.

14.

The Tenant covenants and agrees not to permit any liens arising out of any expenses in any manner connected with the construction, repair, alteration or maintenance of any buildings and improvements on the demised premises to be filed against the fee simple or reversionary interests of the Landlord in the demised premises; provided, however, that nothing herein contained shall prevent the Tenant from exercising the full right and privilege of borrowing money or raising funds upon a mortgage or other hypothecation of the Tenant's interests as Lessee in the demised premises as hereinabove set forth.

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