

more of the real property described in paragraph 1 is taken under the power of eminent domain (including any conveyance made in lieu thereof), and such taking shall in the reasonable judgment of the Tenant make the operation of the Tenant's business on the demised premises impractical, then Landlord or Tenant shall have the right to terminate this lease by giving to the other party written notice of such termination within thirty (30) days after such taking.

Subject to the prior rights of any mortgagee, all damages paid in connection with such taking shall be equitably and fairly divided between the Landlord and the Tenant (notwithstanding a termination of the lease by the Tenant), taking into consideration the amount and value of the land and buildings taken, the value of the leasehold estate prior to such taking and the unamortized cost of any improvements or alterations made by Tenant in or to the demised premises.

18. ASSIGNMENT AND SUBLEASE: Tenant may assign this lease or sublet the demised premises or any part thereof with the prior written consent of the Landlord, which consent will not be unreasonably withheld, provided, however, that no such assignment or subletting shall relieve Tenant from Tenant's obligation to pay all rents required to be paid under this lease and Tenant shall remain liable for the performance of all terms, covenants and conditions herein undertaken by Tenant. No assignment or subletting shall permit any use of the demised premises which would be in violation of the Memorial Medical Park Restrictive Covenants.

19. SUBORDINATION: Tenant will, upon written request by Landlord, subordinate Tenant's rights hereunder to the lien of any bona fide mortgage given by the Landlord and covering the demised premises provided the mortgagee agrees not to terminate this lease or interfere with Tenant's occupancy hereunder so long as no default exists with respect to Tenant's obligations hereunder.

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