

falling into a state of ill repair; and the term "ill repair" means such a state of repair that the failure to cure it would constitute legal waste.

ARTICLE IX

Assignment

THE LESSOR AND LESSEE COVENANT AND AGREE that Lessee may not assign the lease nor sublease all or any portion of the demised premises and that this Lease shall immediately terminate upon any attempt at such assignment or subletting. Lessor may assign its rights and obligations under this Lease to any subsequent owner of the property.

ARTICLE X

Eminent Domain

Section 1. Forthwith upon the receipt by either Lessor or Lessee of any notice of the institution of any proceeding for the taking of the premises or any part thereof by the exercise of any power of condemnation or eminent domain, or for any street widening or change of grade, affecting the premises or any part thereof, the party receiving such notice will promptly give written notice thereof to the other party, and such other party may also appear in such proceedings and be represented by counsel, who may also be counsel for the party receiving such notice.

Section 2. If any governmental authority takes the premises, or any part thereof, by the exercise of any power of condemnation or eminent domain or purchase, or if the premises, or any part thereof, shall be affected by any street widening or change of grade, the awards or proceeds (including but not by way of limitation, severance damages herein collectively called the "Award") shall be allocated 100% to Lessor.

ARTICLE XI

Default

Lessee agrees that if the rent reserved by this lease, or any part thereof, shall be unpaid when due, and if such default continues for more than thirty (30) days after written notice to Lessee thereof, Lessor shall have the right to re-enter, recover and resume possession of the premises and, at Lessor's options, terminate the lease. In the event Lessee shall default in any of the other provisions of the lease aside from the payment of rent, Lessor shall give written notice of such default to

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