

immediately and re-enter the premises or negotiate any other arrangements desired by LESSOR pertaining to the premises with LESSEE having absolutely no rights whatsoever other than LESSEE remaining fully responsible for rental payments for the remainder of the term that cannot be re-leased or re-claimed by LESSOR in a reasonable effort to mitigate remaining rental damages.

PUBLIC ACQUISITION: If the demised premises shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, the LESSEE shall have the option of terminating the lease, in which case any unearned rent shall be refunded to it. In the event that only a portion of the demised premises shall be taken by condemnation or other proceeding, and the remaining part of the premises shall be reasonably usable by the LESSEE, then the rent shall be reduced in the same proportion that the amount of floor space in the demised premises is reduced by such condemnation or other proceeding. In the event that ten (10%) percent or more of the parking area is taken, the LESSEE shall have the option of terminating this lease provided, however, that LESSOR shall have a period of at least ninety (90) days to cure the parking deficiency or is diligently proceeding to cure the parking deficiency in which event the LESSEE shall not have the right to cancel this lease. In any such proceeding whereby all or part of said premises are taken, whether or not the LESSEE elects to terminate this lease, all parties shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

REGULATION COMPLIANCE: It is further agreed that LESSEE shall not allow or permit to be done on said premises anything which would render void or voidable or increase the premiums of any insurance covering said premises, shall not permit or allow to be done any acts that would injure the value of the demised property, and shall at all times abide by and operate in accordance with the laws and ordinances pertaining to the business in which the LESSEE is engaged.

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