

VGL 1194 PAGE 359 ^{BELO}
J. Q.

9. Condemnation. In the event any part of the Property shall be taken or condemned at any time during the term of this Lease through the exercise or power of eminent domain, with or without litigation, and the remaining portion of the Property is not reasonably suitable for Lessee's use and occupation, then Lessee may, by giving written notice to Lessor within ninety (90) days after Lessee's receipt of notice of such taking or condemnation, terminate this Lease, and Lessor shall refund any unearned rent paid in advance by Lessee calculated at a daily rate. Should this Lease not be so terminated or in the event of any lesser taking or condemnation, this Lease shall continue in force as to the remaining portion of the Property, and Lessee shall pay a prorata rental based on the value of the Property remaining after such taking or condemnation bears to the value of the Property immediately preceeding such taking or condemnation, and Lessor shall, at Lessor's own expense, make any repairs or alterations to the Property which may be necessary because of such taking or condemnation. In the event of the taking or condemnation of all or a portion of the Property, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them respectively as a result thereof.

10. Alterations and Improvements. Lessee shall not make any structural alterations or improvements to the Property nor shall it make any other alterations which have a material adverse effect on the value of the Property without the consent of Lessor. Lessee shall have the right to remove any alterations or improvements

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