

land or building now or hereafter erected on the leased property.

No mortgage of this lease or assignment thereof shall be binding upon the Lessor in the enforcement of its rights under this Lease, nor shall the Lessor be deemed to have any notice thereof, unless and until a fully conformed copy of each instrument affecting such mortgage or assignment, in form proper for record, shall have been delivered to the Lessor.

16. Condemnation. In the event the premises are made subject to a proceeding by which the right of eminent domain is exercised, or any like proceeding, Lessor and Lessee shall join and cooperate in resisting such proceeding, if such resistance is feasible and desirable, and if it is not, shall join and cooperate in prosecuting their respective claims for damages incurred on the successful exercise of such right or proceeding. Lessee reserves unto itself all damages awarded which are based upon its leasehold interest and interruption of business.

If the whole or part of the demised premises, including but not limited to the parking area shall be taken or condemned by any competent authority for any public use or purposes during the term of this Lease which would interfere with the Lessee's operation of the business, at Lessee's option all obligations of the Lessee shall cease upon the date of the taking or at any time after the filing of a declaration of taking under condemnation, and any unearned rent paid by Lessee shall be refunded.

17. Default. In the event Lessee shall fail to pay any monthly installment of rental promptly as the same shall become due and payable as herein set forth, or shall fail to comply with any of its other covenants and agreements as herein contained and such default shall continue for a period of thirty (30) days after Lessor have given written notice to Lessee of the existence of such default, the Lessor shall have the right at his option, forthwith, to terminate this Lease and to repossess the leased premises, but subject to the provisions of Article 23 of this Lease. The exercise or non-exercise by Lessor of such right of

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