

for such damages including such costs as may be incurred in recovering title to or possession of the above described property, as it may sustain as a result of the non-compliance.

The party of the second part may secure abrogation of the conditions numbered 1, 2, and 3 herein by:

- a. Obtaining the consent of the Department of Health, Education and Welfare, or its successor in function; and
- b. Payment to the UNITED STATES OF AMERICA of the public benefit allowance granted to the party of the second part of (100) per cent from the current market value of Twenty-One Thousand Four Hundred Dollars and no/100 Dollars (\$21,400.00) - - - - - less a credit at the rate of five (5) per cent for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above identified application.

The party of the second part by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the transferee, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the party of the second part without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted.