

able to the value, character and condition thereof immediately prior to the damage, destruction, taking or eviction.

18. *Lessee Entitled to Condemnation Awards, etc.* In the event of a Taking of all or any part of the Leased Property or in the event of any governmental action not resulting in the Taking of any portion of the Leased Property but resulting in a right to compensation therefor or in the event of the taking or condemning by governmental authority of all or any portion of the Leased Property for temporary use or occupancy, Lessee shall be entitled to, and Lessor shall assign to Lessee, all awards or payments on account thereof if no Payment Default exists. In the event that a Payment Default exists, Lessor or any Assignee designated by it shall be entitled to receive any and all awards and payments on account thereof and shall hold the same (without any liability to Lessee for interest thereon) as security for the obligations of Lessee hereunder with the right at any time in the discretion of the Lessor or such Assignee to apply the same or any part thereof to the payment or reduction of any such obligations. In the event that Lessor shall receive notice of the commencement of any proceedings for the Taking of the Leased Property or any part thereof, Lessor shall give prompt written notice to Lessee. Lessor and any Assignee may appear or join in any proceeding in connection with such Taking or the securing of an award or payment for such Taking but shall not be required to do so unless required by law or any rule or regulation in order to make such proceedings effective, in which event any such proceeding may, unless taken by Lessor or such Assignee, be taken by Lessee in the name of, but without expense to, Lessor, Lessee hereby agreeing to save Lessor and any Assignee harmless from all costs, expenses, claims, loss or damage by reason of, in connection with, on account of, growing out of, or resulting from any such proceeding. In case any such proceedings are taken by Lessor or any Assignee, Lessee shall reimburse Lessor and such Assignee on demand for all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Lessor or such Assignee in connection therewith together with interest thereon at the rate of 6% per annum from the date of incurring to the date of pay-