

the building and improvements leased herein for the remainder of the lease term. The excess of the condemnation award attributable to the building and improvements, if any, shall be paid to Tenant. In the event of a partial condemnation, following which the building and improvements leased herein are still suitable for use by Tenant, the entire condemnation award attributable to the building and improvements shall belong to Landlord without any deduction therefrom for any interest of the Tenant, and Tenant hereby assigns to Landlord any and all such award with any and all rights of Tenant in the same. Landlord shall receive and hold in trust the amount of such award relating to the building and improvements and shall pay to Tenant therefrom the cost of such work as is necessary to render the remaining improvements suitable for Tenant's use but in no event to exceed a sum equal to the amount of the award received by Landlord. There shall be no abatement of rent during the period of such work.

10. Payment of Expense by Landlord. In case the Landlord shall pay or be compelled to pay any sum of money or do any act which shall require the expenditure or payment of any sum by reason of the failure of Tenant, after such notice, if any, as Tenant by the terms of this lease may be entitled to, to perform any one or more of the terms, covenants, conditions or agreements herein contained, Tenant shall immediately repay the same to the Landlord upon demand, and in default thereof, the sum or sums so paid by the Landlord, together with all interest, cost and damages, shall or may be added as additional rent to the next installment of rent becoming due on the next rent day or on any subsequent rent day fixed by this lease and shall, for all purposes whatsoever, be deemed to be rent due and payable on such rent day, or on any subsequent rent day, as Landlord may, at its option, elect, and shall be payable as such, but is expressly agreed hereby that payment by the Landlord of any such sums of money or the doing of any such acts shall not be deemed to waive or release the default and the payment or doing thereof by said Tenant, or the right of the Landlord to declare this lease in default. The provisions of

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