

or shall become the property of the Lessor at any time prior to or upon the expiration or termination of this lease. Lessor shall be entitled to such award or portion of any award made as compensation or damages for Lessor's interest in the demised premises or the land taken.

In the event there is a mortgage on the demised premises authorized hereunder and still unpaid at the time of such taking, and if any part of the monies payable by the condemning authority is payable or paid to such mortgagee, the amount so paid or payable to said mortgagee shall be charged against Lessee's share or portion of any such award or any amount otherwise payable to the Lessee on account of such taking, and any amount due or payable to the Lessor on account of such taking and payable or paid to such mortgagee shall be a debt owing by Lessee to the Lessor and shall be due and payable by the Lessee to the Lessor, with interest at the highest legal rate, in monthly installments equal to the number of months then remaining of the then current term of this lease. All such payments to be first applied to interest and the balance to principal. Any default in the payment of any such installment with interest shall automatically cause said entire indebtedness to become at once due and payable with interest, and any such default shall constitute a default and breach by Lessee under this lease.

SURRENDER OF
PREMISES -
IMPROVE-
MENTS FREE
OF LIENS

15. On the expiration or sooner termination of this lease, the Lessee shall surrender to the Lessor the demised premises and all buildings, structures, improvements and fixtures thereon used in connection therewith in good condition or repair, ordinary wear and tear excepted, and free of all liens and encumbrances, whatsoever, which Lessee may have caused or permitted to be assessed or charged against the same, and with all covenants and agreements on its part duly performed.

ACTS OF
DEFAULT
DEFINED

16. Without limiting anything herein or elsewhere contained, each of the following shall be deemed a default by Lessee and a breach of this Lease:

- (a) Failure to pay any of the rents herein reserved and any additional rents or any part thereof as and when the same fall due;
- (b) Failure to do, observe, keep or perform each and every one of the terms, covenants, conditions, agreements and provisions of this lease on the part of the Lessee to be done, observed, kept and performed;
- (c) The abandonment of the premises or buildings, or both, by Lessee;
- (d) The levy of execution or other process upon Lessee's interest in this lease or in the demised premises; the adjudication of Lessee as a bankrupt; the making by Lessee of a general assignment for the benefit of creditors; the taking by Lessee of of the benefit of any insolvency act or law; the appointment of a permanent receiver or trustee in bankruptcy, or by any court for Lessee's property; or the appointment of a temporary receiver or trustee of Lessee's property not vacated or set aside within ninety (90) days from the date of such appointment.