

X. CONDEMNATION

(a) In the event that the premises are totally taken through the exercise of the right of eminent domain, then this Lease shall terminate on the last day of the month after the time that said condemning authorities take possession of the premises.

(b) In the event that part of the premises are taken by the exercise of the right of eminent domain but the building erected on the premises, or any portion thereof, erected by the Lessee is not taken, then, this Lease shall not terminate but the rent shall be decreased in the same proportion that the square footage of property taken by the exercise of the right of eminent domain bears to total square footage of devised premises.

(c) In any of the circumstances set forth in this Paragraph, Lessor shall be entitled to the sole award for the taking of the land and the building, with any first Mortgage balance being paid to the Mortgagee if one-half ($\frac{1}{2}$) or more of the building is taken but if less than one-half ($\frac{1}{2}$) is taken, the Lessor shall have the right to use the condemnation proceeds to repair or rebuild the building if she should so determine. Nothing contained herein, however, shall prevent Lessee from receiving its own claim for any of its equipment that may be taken or for breach of its leasehold.

XI. LESSEE'S COVENANTS

The Lessee agrees that during the term of this Lease:

(a) Neither the premises nor any part thereof shall be used for any noxious or hazardous business or any unlawful purpose nor for the sale of any alcoholic beverage.

(b) The premises shall be kept free from all nuisances.

(c) Neither the premises nor any part thereof shall be occupied or used for any purpose or in any manner forbidden by or contrary to, any law or ordinance or county and/or municipal regulation.

(d) It will, at all times, comply with all laws, ordinances and regulations of any governmental authority or municipal corporation or any department or bureau thereunder which has jurisdiction, with reference to maintenance of the premises and the use thereof.

WBP, ATTY. (e) That it will comply with the requirements of any rule, regulation,
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