

- (2) The Lessor shall then be entitled to receive and retain such portion of the award as the number of months elapsed since the commencement of the initial term bears to the number of months from the commencement of the initial term to the then scheduled expiration date of the term, initial or renewal, as the case may be, during which the taking occurs.
- (3) The balance of this award shall then belong to the Lessee.

(d) Notwithstanding any language of limitation on the Lessee's rights to any awards in condemnation as set forth in these condemnation clauses, it is specifically understood and agreed that the Lessee has reserved the right to notice and to participate in the trial of the condemnation proceedings, any settlements thereof, and in any negotiations that lead to acquisition by purchase in lieu of condemnation. The Lessor specifically covenants not to settle any such proceedings without the prior written consent of the Lessee which shall not be unreasonably withheld.

17. Lessor's Rights Upon Lessee's Default.

- (a) The occurrence of any of the following shall constitute an event of default:
 - (i) Delinquency in the due and punctual payment of any rent payable under this Lease when such rent shall become payable, for a period of five days after written notice.
 - (ii) Delinquency by the Lessee in the performance of or compliance with any of the conditions contained in this Lease other than those

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