

9. If the whole of the leased Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events, Lessee may, at its option declare this Lease terminated as of the date when possession thereof is taken by public authorities. In such event, rental shall be accounted for as between Lessor and Lessee as of that date and Lessee may, at its option, remove its equipment and improvements from the Premises. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor.

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first one hundred twenty two (122) days of the

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It is agreed that if at any time during the primary term ~~or any renewal or extension~~ of this Lease, Lessee is refused or denied such permits or licenses as may be by law required for the construction of buildings, improvements, or the installation of such equipment as is reasonably required for the conduct of its business or is prevented or restricted by reason of any law, ordinance, regulation of properly constituted authority or by injunction from using the leased Premises for purposes herein set forth, after giving Lessor written notice of such denial and sixty (60) days to obtain such Lessee may, at its option, surrender and cancel this Lease, remove its property, and be relieved from the payment of rent or other obligation as of the date of such surrender.

permits, licenses and Lessee's use and occupancy of the premises.

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A.S.T.  
JML

10. The Lessor covenants that at the time of the execution of this Lease, Lessor is the owner of the marketable, fee simple title of record in the demised Premises, has full right to lease the same for the term aforesaid and will put Lessee in actual possession of the Premises as aforesaid. Lessor agrees that upon request of Lessee, Lessor will obtain from the holder of any mortgage or other security interest in the Premises which might be superior to this Lease an agreement of said mortgagee or other security holder that so long as Lessee has not defaulted in the performance of any of its obligations hereunder, the Lessee's possession and use of the Leased Premises shall not be disturbed.