

equal to the total insurance proceeds retained by any holder of such mortgage.

7. The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, or covered by insurance in connection with property on or activities conducted on the leased property, regardless of the cause of the damage or loss.

ARTICLE XI
CONDEMNATION

If the whole of the premises, or such portion thereof as will make the leased premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Landlord and the Tenant as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Landlord nor the Tenant shall have any rights in or to any award made to the other by the condemning authority.

ARTICLE XII
DEFAULT BY TENANT OR LANDLORD

1. In the event the rent specified in Article III is not paid at the time and place when and where due, OR the leased Premises shall be deserted or vacated, OR the Tenant shall fail to comply with any other term or condition of this Lease, and shall not cure such failure within Thirty (30) days after written notice to the Tenant of such failure to comply, OR Tenant shall become insolvent or make a transfer in fraud of creditors, OR Tenant shall make an assignment for benefit of creditors, OR a receiver is appointed for a substantial part of the assets of Tenant, OR the leasehold interest is levied on under execution, OR if, upon Landlord having given the third written notice during any twelve (12) month period due to delinquent rent then and in any one or more of said events, Landlord shall have the option, in addition to and not in limitation of any other remedies permitted by law or by this Lease, to:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and his effects, (as more fully set out in Article XIII) by force if necessary, without being liable to prosecution or any claim for damages therefor; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such Lease