

Condemnation.

1. Partial Taking. If a portion but less than all of the premises shall be taken by the exercise of the power of eminent domain, and if there shall remain after such taking sufficient area to permit lessee and its sublessees to continue normal business operations or to permit the construction on that part of the premises remaining of buildings and improvements in replacement of and substitution for those taken and thus allow lessee and its sublessees to continue normal business operations on the premises, then and in such event this lease shall terminate only as to the part of the premises so taken, effective as of the date lessee (and without further mention, lessee's sublessees) is deprived of possession of such part, but such taking shall not affect this lease with respect to the part of the premises not taken. In the event of such a partial taking, the minimum annual rental payable by lessee hereunder shall, from and after the date on which lessee is deprived of possession of such part, be reduced in that proportion which the amount of real estate acreage in the premises so taken bears to the total amount of real estate acreage contained in the premises immediately prior to such taking. Lessee shall in such event repair and restore the premises or construct, if necessary, buildings and improvements in replacement of and substitution for those taken to the extent necessary in order for lessee to continue normal business operations at the premises. The portion, if any, of the award or compensation paid on account of such taking to which lessee is entitled pursuant to the provisions of paragraph 3 hereof shall be made available to and used by lessee to pay for the cost of repairing, restoring or constructing such buildings and improvements. If any part of lessee's portion of the award of compensation shall not be required to pay for the cost of such work, such portion shall, except for the rights of any first mortgagee, be divided equally between lessee and lessor.

2. Total Taking. If all of the premises shall be taken pursuant to the exercise of the power of eminent domain as aforesaid, or if so much thereof shall be taken so that lessee would be unable subsequent thereto, despite restoration or rebuilding as provided in paragraph 1 above, to continue normal business operations on the premises, then this lease shall terminate upon the date lessee is deprived of the use of the premises or such a portion thereof, as the case may be, and any prepaid rental shall be equitably prorated as of the date of such termination.

3. Condemnation Awards. In the event of any taking partial or total, lessor shall be entitled to receive that part of the total condemnation award or compensation for the taking which (in each case, whether or not so expressed in the award or compensation) is equal to or attributable to the value of the land taken. The foregoing sum shall be retained by lessor for its own use and need not be made available to the lessee for any repair or rebuilding required of it under the previous paragraphs of this article. Lessee shall be entitled to receive the remainder of any such award or compensation; provided, however, that lessee shall pay because to be paid that portion of any unpaid balance of principal and interest on any first mortgage outstanding which incumbers that portion of the premises taken and as to which this lease is terminated.