

upon the adjacent sidewalks or streets and from and against all costs, counsel fees, expenses and liabilities incurred in and about any claim, the reasonable investigation thereof relative to any lawsuit or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

ARTICLE XXIII.

CONDEMNATION CLAUSE.

It is agreed that if at any time during the term of this Lease any other part of the demised real estate, or the improvements or structures thereon located, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, that there shall be such division of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, total abatement of rent and other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and the determination of the matters in dispute.

As security for restoring and repairing the premises and improvements, the monies awarded to the Lessee in condemnation shall be deposited and thereafter disbursed in the same manner as has been hereinabove provided in Article VIII with reference to the receipt and disbursement of benefits accruing from the proceeds of fire or windstorm insurance policies; and after the work of repair and restoration is fully completed, free and clear of all liens and encumbrances, the balance, if any, of the said sum remaining shall be paid to the Lessee according to Lessee's interest herein by the Insurance Trustee. If the condemnation results in no physical damage to the building then on the demised premises, then any award to Lessee for Lessee's percentage interest taken shall be paid directly to the Lessee. If the leased premises shall be wholly taken by the exercise of the power of eminent domain, then this Lease shall immediately terminate, but in the event only a portion of the premises is taken, the rent to be paid thereafter shall be revised as set forth hereinabove.

ARTICLE XXIV.

LEASE NOT AFFECTED BY DAMAGE TO PROPERTY.

No destruction or damage to the land or any building or improvements by fire, hurricane, windstorm, erosion, insurrection, riot, war or other casualty or calamity of any kind, character or nature shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this Lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due, or thereafter becoming due under the terms thereof.

ARTICLE XXV.

DELIVERY OF PREMISES TO LESSOR IN EVENT OF DEFAULT.

As an additional and extraordinary remedy available to Lessor, Lessee covenants and agrees that should a real party-in-interest Lessee default under any of the several terms of this Lease, and Lessor is of the opinion that the remedies available under Articles XIX and XX, Default, Part One and Default, Part Two, respectively, are inadequate or insufficient to provide adequate protection to Lessor, Lessor may elect to terminate this lease as to such defaulting "Lessee-