

(c) to exhibit the said Premises to any prospective purchaser. No authorized entry by Lessor shall constitute an eviction of Lessee or a deprivation of its rights or alter the obligations of the Lessor or create any right in the Lessor adverse to the interest of the Lessee hereunder.

19. Lessee's Default. If (a) Lessee continues in default for thirty (30) days after written notice by the Lessor of any failure of Lessee to pay when due any installment of rent, accrued hereunder, or if (b) Lessee continues in default for thirty (30) days after written notice by Lessor specifying the nature of default of Lessee to perform any other of its obligations or covenant hereunder, or if (c) the leasehold interest of Lessee hereunder is taken pursuant to an execution on a judgment, then and in the event of any such continued default, the Lessor at its option may terminate this Lease, and declare the rental for the entire term due and payable, and evict Lessee from the Premises. Lessee agrees that all reasonable Attorneys' fees and costs reasonably incurred by Lessor acting in good faith in the prosecution, preservation or in defense of its rights hereunder, shall be considered additional rental to be paid by Lessee to Lessor in accordance with the terms of this Agreement.

20. Bankruptcy. Should Lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, and should such action result in the Premises being used for any purpose other than a "Wendy's" restaurant (or other specific usage specifically approved by landlord during the lease term) such action shall constitute a breach of this Lease for which Lessor, at its option, may terminate all rights of Lessee or its successors in interest under this Lease.

21. Eminent Domain. Whether or not this Lease is terminated pursuant to this Article, Lessee shall be entitled to that portion of all compensation and damages awarded for the condemnation of the Improvements, for diminution in value of Lessee's leasehold hereunder, for the value of the unexpired term of this Lease, and for any cost or loss Lessee may sustain in the removal of Lessee's merchandise, fixtures, equipment and furnishings, and Lessor shall be entitled to all of the remainder of the award.

If all of the leased premises are taken under the power of eminent domain or conveyed under threat of condemnation proceeding, or if a part of such Premises (exceeding 15% of the land area of the Premises) are so taken or conveyed and Lessee shall determine that the remainder is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, then in either event, this Lease shall terminate effective as of the date Lessee is required to give up the right to occupy or use any part of the leased premises or common areas. The termination of this Lease as above provided shall not operate to deprive Lessor or Lessee of the right to make claim against the condemning authority for any damages suffered by Lessor or Lessee. If this Lease is not terminated as above provided, Lessor and Lessee shall agree upon an equitable reduction of the rent. If the parties fail to agree upon an equitable reduction within sixty (60) days from the date of the final award or payment for the part of the leased premises so taken or conveyed, Lessor and Lessee shall each choose an arbitrator, and together shall choose a third arbitrator. The decision of any two of the arbitrators as to the rental reduction, if any, shall be binding on Lessee and

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