

premises shall be, at any time, damaged or destroyed by fire or otherwise, this Lease shall not thereby be terminated, any law to the contrary notwithstanding, COMPARED

NINETEENTH; In the event that the aforesaid land, or any part thereof, be appropriated under the power of eminent domain, this Lease shall thereupon immediately terminate, as to the portion so appropriated and the improvements on such portion so appropriated, and the land and all improvements thereon so appropriated under said power of eminent domain, shall be so appropriated as the sole property of the Lessor, and the condemnation money shall be paid to the ^{then} Trustee named hereunder for the holding of insurance policies and insurance money, and there shall be paid from such condemnation money, by such Trustee, to the Lessor a sum equal to the then fair value of the land (exclusive of improvements) so appropriated; and, the balance remaining of such condemnation money, if any, shall be divided between the Lessor and the Lessee as they may agree; and in the event the Lessor and Lessee cannot agree, such balance shall be divided by a board of arbitrators, one of whom shall be appointed by the Lessor, and one of whom shall be appointed by the Lessee, and the third, the umpire, to be selected by the two so selected, The decision, in writing, of any two of said arbitrators shall be final and binding upon the Lessor and Lessee,

B. In the event of only a partial appropriation under eminent domain, if such appropriation shall not materially change the then rental value of the property and improvements, this Lease shall remain in full force and effect, and shall be altered in no respect by reason of such appropriation; in which event, all condemnation money shall be paid to the Lessor by the said Trustee; but, if such appropriation of a portion of the premises and improvements thereon shall materially change the then rental value of the property and improvements, this Lease shall remain in full force and effect, and the parties hereto shall agree upon a revision of the rental thereunder; and in the event of the inability of the Lessor and Lessee to agree as to such revision ^{of} rentals, the same shall be submitted to a board of arbitrators, selected as ^{before} ~~hereinbefore~~ provided; the decision in writing of any two of which arbitrators shall fix a rental value for the said premises and the improvements thereon for the remainder of the term under this Lease, as follows;

Said arbitrators shall determine the percentage of rental value of the entire premises and improvements destroyed by such partial taking, and thereafter the rental herein reserved for each remaining year for the entire premises under this Lease, shall be ~~decreased~~ ^{or} by a percentage equal to the percentage of the rental value so determined to be destroyed by such partial taking,

TWENTIETH; The Lessee cannot and will not assign or transfer this Lease, without the written consent of the Lessor, during any period when there is, in any manner, any existing default on the part of the Lessee in the performance or observance of the terms, covenants, or conditions of this Lease, or at any time after the loss or destruction or damage or removal of any improvements upon the premises, and before the complete repair, reconstruction or replacement of the same, nor shall Lessee make any such assignment or transfer, unless the assignee shall expressly assume the Lessee's engagements hereunder to the Lessor, by written instrument filed for record in the same public office as the original copy hereof is recorded, and until an original copy of said assumption by the assignee has been delivered to the Lessor. After an assignment, made wholly in conformity with the foregoing provisions, there shall exist no further liability under this Lease against the Lessee who shall have made such assignment, said liability passing, under the instrument of assignment to the assignee; Provided, however the Lessee herein named, and any sureties on any bond of said Lessee given, shall not be relieved from their liability until the building herein agreed to be erected within the period of five (5) years has been completed,

Twenty-FIRST; All notices herein provided to be given shall be in writing, and shall