

one by the Lessee, and the third by the two so selected and the value as established by said appraisers or a majority of them shall be the "reasonable market value" of said property for the purpose of said option.

16. The Lessee is entering into this lease for the express purpose of conducting on the leased premises a business of the type now being conducted by it at other locations, being the sale, leasing, storage and maintenance of heavy duty construction equipment, and in the event of the adoption of local zoning regulations which would prohibit the use of the leased premises for the purpose of conducting the Lessee's business, the Lessee shall have the option of terminating this lease. Lessee's use of the premises, however, shall in all events be subject to the provisions of Paragraph 9 hereof.

17. In the event of any portion of the leased premises is taken through condemnation proceedings, or otherwise, the rental for the remaining property shall be equitably adjusted, or, if so much of the property is taken as to make it impossible for the Lessee to conduct its business on the leased premises, the Lessee shall have the option of terminating this lease. Should any such condemnation proceeding substantially prevent access to the premises by the Lessee and its customers, an equitable adjustment shall be made in the rental for the period during which the deprivation of access continues, and should the deprivation extend over a period of 90 days or longer, the Lessee shall have the option of terminating this lease.

18. This lease shall inure to the benefit of and be binding upon the representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by its proper officers, and their corporate seals to be hereunto affixed, the day and year first above written.

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