

shall obtain the written approval of the said Author H. Davenports and Allen McClellan Developers, which they agree that they will not unreasonably withhold. If the said Author H. Davenports and Allen McClellan Developers shall unreasonably withhold approval of said plans and specifications for a period of twenty (20) days or shall fail to disapprove said plans and specifications within said period of twenty (20) days, then said plans and specifications shall be deemed to have been approved in writing by all of the landlords. Said new building shall be constructed and completed by the Tenant upon due cause, but in any event within eight (8) months from the date of said construction, unless prevented by war, strikes or other causes beyond the control of the Tenant.

If the leased premises or the adjoining premises from or the "Cattle property" or the premises known as the "Other Cattle property" and no damage or destroyed by fire or other casualty which is covered by insurance carried by the Tenant during the last six (6) months of the term thereof, to such an extent as to become necessary for the repair and recovery by the Tenant in the operation of the business thereon, then either party shall have the option to cancel said lease by giving written notice of the intention to do so to the other party within fifteen days after such damage or destruction. Upon the giving of such option, the lessee shall terminate and give fifteen days after the receipt of such written notice and the removal and removal from the date of such damage or destruction and cancellation of this lease shall date. In the event of the cancellation of this lease during the last eighteen months of the term thereof as above specified, the proceeds, if any, from the sale of same shall be divided by the Tenant upon the division thereof, to such an amount and damage as compensation, shall be paid out in the same proportion as the landlord.

In the event that the building and improvements now or hereafter to be erected upon the adjoining premises known as the "Cattle property" and the premises known as the "Other Cattle property" during the term hereof be damaged or destroyed by fire or other casualty to such an extent that the said adjoining premises and the "Other Cattle property" and the combined premises as one unit shall