

the arbitrator selected by Moore shall not exceed Five Hundred Dollars (\$500.00).

ABC
 The parties recognize that the provisions regarding abatement are not sufficiently precise to furnish any clear and certain principles to be adopted by the arbitrators. The business on the premises will consist of two (2) separate units, a motel and a restaurant. It is impossible to agree in advance upon a formula for abatement which might not, by inadvertence, create a hardship on one party to another. The parties therefore leave the partial abatement of the rent entirely with the arbitrators and agree to be bound by the decision of these arbitrators, even though such decision may not be in accordance with the principles believed to be applicable by one of the parties or the other. In so agreeing, the parties recognize that the amount of rent which may be abated is small in comparison to the total rent which must be paid under this lease, that neither party will suffer and unbearable hardship by reason of the decision of the arbitrators, that the parties should accept the decisions of reasonable men in this matter, and that a prompt and certain decision as to abatement is of more value to the parties than the amount of money which could be involved with respect to such abatement.

15. Moore shall be entitled to all buildings, improvements and fixtures placed upon the property at the termination of the lease, except trade fixtures.

16. In the event of condemnation of any part of the premises by eminent domain, the fixed, minimum ground rent shall be abated in proportion to the square footage of the ground so taken. Each party shall look separately to the condemning authority for damages as to the portion taken.

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