

In the event that the whole or a major portion of the said premises, buildings, improvements or fixtures, shall be taken, damaged or destroyed by negligence, condemnation, eminent domain or another legal or lawful proceeding or by the acts or omissions of any governmental or nongovernmental agency, person, firm, association, corporation or other business entity, then this Lease shall terminate automatically upon the date of the occurrence of any one or more of the aforesaid events and any recovery or award of compensation or damages for such taking, damage or destruction of the property of the Lessor shall be paid directly to the Lessor; any recovery of any award of compensation or damages for such taking, damages or destruction of the Lessee's interest shall be handled by and paid to the Lessee. The proportion of the fair market value of any such property taken or damaged shall be determined between the Lessor and Lessee and fixed as of the time of such taking or damage as related to the unused portion of the base term of the Lease; that in the event of a dispute as to the proportions of the fair market value of such property allocable to each party, then each party shall appoint one appraiser and the two appraisers thus appointed shall select a third appraiser, all of which shall be accomplished within thirty (30) days after written demand by either party. The decision of such appraisers shall be final and binding upon the parties as the means of arbitrating the claim of each party. In the event, however, such taking or damage, as aforesaid, shall not render the leased premises unsuitable for use, a just proportion of the rent shall be abated and this Lease shall continue in full force and effect, and award of compensation or damages for such taking or damage shall be paid to the Lessor and the Lessee shall have no claim or interest therein.

8. Lessor agrees, in order to facilitate the financing of the construction and improvements upon the property to subordinate this Lease to a mortgage for costs of construction and improvements.

9. In the event the Lessee shall default on any rent due hereunder for a period of twenty (20) days, or if any default shall be made in the covenants and conditions herein contained and

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