

which, in the reasonable opinion of the Lessee, would render the remainder thereof unusable for the purposes for which the leased premises were leased, then the Lessee shall have the right to terminate this Lease on 30 days' notice to the Lessor given within 90 days after the date of such taking. In the event that this Lease shall terminate or be terminated, the rent shall be apportioned and paid to the date of such termination.

- (b) If any part of the leased premises shall be so taken and this Lease shall not be terminated under the provisions of subparagraph (a) hereof, then the rent shall be abated according to the percentage of the land area so taken.
- (c) All compensation awarded or paid for land, buildings, improvements and damages upon such taking (either total or partial) of the leased premises, after payment of all reasonable fees and expenses incurred by both parties in connection with the establishing and collection of such awards, shall be apportioned between the parties as follows:
- (i) The Lessor shall be entitled to receive and retain such portion of the awards as shall represent compensation for the value of the land (considered as vacant and unimproved land) including severance and consequential damages to the remainder.
- (ii) That portion of the award which represents building and improvements shall be apportioned between the Lessor and the Lessee as follows:
- (1) The first \$20,000.00 thereof shall belong to the Lessee.