

then the Lessee shall have the right to terminate this Lease on 30 days' notice to the Lessors 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 terminate or be terminated under the provisions of subdivision (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 any 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 and subject to the rights of all mortgagees, shall be apportioned between the parties as follows:

i. The Lessors shall be entitled to receive and retain such portion of the award 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 that represents buildings and improvements shall be apportioned between the Lessors and the Lessee as follows:

(1) If the taking occurs during the first 65 years of the term of the lease, the Lessee shall be entitled to receive and retain all of such portion of the award as represents buildings and improvements.

#15
MAY 12
B & RL
JUN 1
H & L
WWT

PN.B.
EW