

SCHEDULE "C"

Art. 21. In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking and the Tenant shall thereupon be released from any further liability hereunder.

In the event part of the demised premises shall be appropriated or taken under the power of eminent domain, the Tenant shall have the right to cancel and terminate this lease as of the date of such taking upon giving to the Landlord notice in writing of such election within thirty (30) days after the receipt by the Tenant from the Landlord of written notice that said premises have been so appropriated or taken. In the event of such cancellation the Tenant shall thereupon be released from further liability under this lease. The Landlord agrees immediately after any appropriation or taking to give to the Tenant written notice thereof.

If this lease is terminated in either manner hereinabove provided, the rent for the last month of the Tenant's occupancy shall be prorated and the Landlord agrees to refund to the Tenant any rent paid in advance and if the Tenant shall have made improvements or alterations or erected any building on the demised premises (excluding buildings and improvements in existence at the beginning of the original term of this lease) and shall not yet have fully amortized its expenditures for such improvements, alterations or buildings, the Landlord shall and hereby does assign to the Tenant out of the award a sum equal to the unamortized portion of such expenditures up to the amount of the award payable to the Landlord after first deducting from said award the Landlord's expenses in connection with such award. The remainder, if any, of the award shall belong to the Landlord.

The unamortized portion of the Tenant's expenditures for improving, altering or erecting a building on the demised premises shall be the lesser of the following: (a) a sum determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of years of the extended term of this lease which shall not have expired at the time of such appropriation or taking, and the denominator of which shall be the number of years of the term of this lease (including any extension of the original term) which shall not have expired at the time of improving, altering or erecting the building on the demised premises; or (b) a sum equal to the unamortized portion of such expenditures as shown on the Tenant's books. The Tenant's right to receive compensation or damages for its fixtures and personal property shall not be affected in any manner by this Article.

If this lease shall not be terminated as in this Article provided and the Tenant shall continue in that portion of the demised premises which shall not have been appropriated or taken as herein provided, then and in that event the Tenant agrees as soon as reasonably practicable thereafter to restore the buildings on the land remaining to a complete

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