

nate this lease as aforesaid shall be taken under the power of eminent domain, this lease shall continue in full force and effect, but a just proportion of the rent reserved according to the nature and extent of the damages sustained by the leased premises shall be suspended or abated and both the Lessor and the Lessee shall be entitled to a just proportion of any award for such taking.

25. ASSIGNMENT BY LESSOR TO TRUSTEE OR AGENT: The Lessor shall have the right at any time to assign all the benefits of this lease to The First National Bank of Greenville, S. C., either as trustee under any valid irrevocable declaration of trust made by the Lessor or as irrevocable agent of the Lessor for the enforcement of all the Lessee's obligations hereunder, including the payment of rent; and from the time when such rent shall be payable to such trustee or agent, the Lessee shall pay one-half (1/2) of the fees of such trustee or agent for the collection of such rent but in no event more than two and one-half (2½%) per cent of the amount of such rent; provided, however, that the Lessee shall not be liable for the payment of any part of such fees unless in the opinion of counsel for the Lessee adequate provision is made in such declaration of trust or designation of agent (a) for the complete protection of the Lessee in thereafter, for the then remaining balance of the term hereof, dealing with such trustee or agent exclusively as the owner of all beneficial rights of the Lessor hereunder, (b) for the appointment of a successor or substituted trustee or agent for the then remaining balance of the term hereof if the necessity for a successor or substituted trustee or agent shall arise, (c) for the vesting in said trustee or agent of the power to exercise all the rights of the Lessor in respect to the settlement of any and all disputes arising hereunder, and (d) for the giving of any and all notices to which the Lessor may be entitled under the terms of this lease to said trustee or agent so that notice to such trustee or agent

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