

- 19 -

possession of said premises, and each party shall look to the taking authority for compensation for any and all damages, loss or injury that he or it may suffer as the result of such taking.

In the event that some part of the leased premises less than the portion thereof as shall entitle the Lessee to terminate 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.

24. MORTGAGE OF FEE: Nothing herein contained shall be construed to limit the right of the Lessor to mortgage, subject to this lease, the reversion or fee in the leased premises or to pledge his interest in this lease.

25. COMMISSIONS ON RENTAL: At the end of each lease year, the Lessor shall pay jointly to Caine Realty and Mortgage Co. and to Alester G. Furman Co., as compensation for their services in negotiating this lease, a commission in the amount of five (5%) per cent of the rents payable under Paragraph 4 hereof received by the Lessor during the lease year. In the event the Lessor fails or refuses to make such payment or payments within sixty (60) days after the end of any lease year, the Lessee may, but need not, pay the same and deduct the amount so paid from the rentals next accruing to the Lessor under the terms of Paragraph 4 hereof.

26. COVENANTS RUN TO HEIRS, ETC.: It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained shall inure and extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective

R.H.J.