

all liability of the Lessor on account of such rights and leases of tenants now in possession of said premises; but until the Lessee shall make default under the terms of this lease, the Lessee shall be entitled to receive all rents, income and profits accruing or which would accrue to the Lessor under the terms of said leases to said occupying tenants. It is understood and agreed that the premises hereby leased are subject only to a lease to Calhoun Towers, Inc. which expires March 31, 1961, without privilege of renewing.

22. EMINENT DOMAIN: In the event that the entire leased premises (or such portion thereof as shall render the remainder untenable within the contemplation of this lease) shall be taken under the power of eminent domain, the Lessee upon notice at the time of such taking to the Lessor may terminate this lease effective on the date on which the Lessee is deprived of physical 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.

R.A.P.
23. 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