

(c) (1) In the event of a partial taking (or purchase) not resulting in the termination of this lease, pursuant to the provisions of paragraph (a) of this Section 17, Tenant shall, at its own cost and expense, make all repairs to the buildings and improvements on the Demised Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase), provided, however, that Tenant shall not be obligated to expend an amount in excess of the proceeds of the net award paid to Tenant or made available to Tenant by any Mortgagee for such purposes, as hereinafter provided.

VOL 992 PAGE 247

(2) All compensation available or payable to Landlord and Tenant upon such a partial taking (or purchase), shall be paid to any Mortgagee and applied in accordance with the terms of the Mortgage, provided, however, that in the event there is no Mortgagee, all such compensation shall be paid to Tenant for the purpose of paying towards the cost of such restoration, or, in the event that the parties hereto agree that only a portion of the aggregate award is sufficient to so restore, then only such portion as agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed pursuant to subparagraph (1) of paragraph (b) of this Section 17.

(3) In the event the compensation available or payable to Landlord and Tenant upon such a partial taking (or purchase) is paid to a Mortgagee and is applied by the Mortgagee to the payment of the Mortgage indebtedness which Mortgage indebtedness is less than the amount of such compensation, the balance shall be paid to Tenant for the purpose of paying towards the cost of such restoration, or, in the event that the parties agree that only a portion of such balance of the award is sufficient to so restore, then only such portion as may be agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed pursuant to subparagraph (1) of paragraph (b) of this Section 17.

(4) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase) in excess of the amount thereof needed by Tenant to repair and restore the buildings and improvements shall be distributed in the same manner as is provided in subparagraph (1) of paragraph (b) of this Section 17.

(d) In the event any portion of the aggregate net award of condemnation proceeds which would have been paid to Landlord pursuant to subparagraph (1) of paragraph (b) of this Section 17 had there been no Mortgagee is paid to a Mortgagee and applied by said Mortgagee to the mortgage indebtedness rather than the repair and restoration of the buildings and improvements the amount of such portion less an amount equal to all sums advanced or paid by Tenant for repair or restoration of said buildings and improvements (said repair or restoration being required or deemed necessary by Tenant by reason of a condemnation thereof and said sums so paid by Tenant having been obtained by Tenant from its own sources and not being any portion of the award paid in connection with any such condemnation) shall be paid to Landlord by Tenant upon the satisfaction of the Mortgage held by such Mortgagee; provided, however, the provisions of the within subparagraph (d) shall be deemed null and void and of no further force and effect upon foreclosure of any mortgage by leasehold mortgagee or upon any assignment in lieu thereof.

SECTION 18. Utility Easements: Tenant shall have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required in order to service the subtenants of the buildings on the Demised Premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at Tenant's cost and expense.

SECTION 19. Sublease: If for any reason this lease and the leasehold estate of Tenant hereunder is terminated by Landlord by summary proceedings or otherwise in accordance with the terms of this lease, Landlord covenants and agrees that such termination of this lease shall not result in a termination of any sublease affecting the Demised Premises and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between Landlord hereunder and the sublessee thereunder, with the same force and effect as if Landlord hereunder had originally entered into such sublease as Landlord thereunder (subject, however, to the prior