

possession of the leased premises as a consequence of such taking or condemnation, but not thereafter.

If only a part of the leased premises shall be taken or condemned and the taking or condemnation of such part does not give rise to a right of termination, this Lease shall not terminate. In such event, the entire award shall belong to the Lessor and out of the award to the Lessor and subject to the prior rights of any Mortgagee, so much thereof as shall be reasonably necessary to repair any damage to the building and other improvements on the leased premises or to alter or modify them so as to render them a complete and satisfactory architectural unit (including parking facilities) shall be expended by Lessor for that purpose. During the period of restoration and thereafter the rent hereunder shall be equitably reduced and abated in proportion to that portion of the leased premises of which the Lessee shall be deprived on account of such taking or condemnation.

In the event the parties are unable within a period of thirty (30) days after any controversy arises between them to agree upon (i) whether a right of termination has arisen as a result of such condemnation or taking, or (ii) the reduction or abatement of rent to be made hereunder, then such dispute shall be resolved by arbitration in accordance with the then prevailing rules of the American Arbitration Association and the costs thereof shall be borne or apportioned and paid as determined by such arbitration.

20. Failure to Perform Covenant. Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this Section shall not excuse a non-payment of rental or other sums due hereunder on the due date thereof.

21. Quiet Enjoyment. If and so long as Lessee pays the rental reserved by this Lease and performs and observes all the covenants and provisions hereof to be performed and observed by Lessee, Lessee shall quietly enjoy the leased premises, subject, however, to the terms

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