

shall belong to the Landlord provided, however, that Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of the condemnation and for or on account of any cost of loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment. Notwithstanding the earlier termination, the Tenant shall continue to pay the rent hereunder and to make all other payments required hereunder until such time as the Tenant vacates the Leased Premises or shall be required to surrender 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 make it unreasonable to use this remainder for the conduct of Tenant's business, this Lease shall not terminate. In such event, the entire award shall belong to the Landlord and out of the award to the Landlord 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 Landlord 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 Tenant 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 it is unreasonable for Tenant to use the remainder of the Leased Premises for the conduct of Tenant's business, or (ii) the reduction or abatement of rent to be made