

Lessor covenants and agrees that in the event of any increase in the assessed value of the tax assessment unit that may be attributable in whole or in part to the improvement of the tax assessment unit, the Lessor will use its best efforts to have the taxing authorities specify such improvement or improvements and the amount of such increase attributable thereto.

In the event that the annual general real estate taxes for any tax year in respect of which Lessee shall have paid any such excess shall, subsequent to Lessee's payment thereof, be reduced for any reason whatsoever, Lessor shall refund to Lessee, the Lessee's allocable share of such reduction, after the deduction of Lessor's reasonable expenses, if any, in securing the same (but not to exceed the payment made by Lessee in respect of such year) and if Lessor shall not make such refund within sixty (60) days from the date on which such reduction shall become final. Lessee shall be entitled to deduct the amount of such refund from the next rental payment or payments due hereunder.

If Lessee shall request the Lessor in writing to protest any real estate tax assessment imposed on the tax assessment unit during the term of this lease and to execute and file a petition with the Court or other body having jurisdiction for a review thereof, the Lessor, at Lessee's expense, shall duly institute such proceeding, and shall diligently prosecute such proceeding to final determination, accept a settlement, or discontinue such proceeding, as directed by Lessee. Any saving in taxes resulting from such proceeding shall be applied against the expense payable by Lessee under this paragraph.

In the event that Lessor and Lessee shall disagree as to the amount of any such excess real estate taxes which the Lessee shall be required to pay, or the amount of any reduction which Lessor shall be required to refund to Lessee, as hereinabove provided, the matter shall be submitted to arbitration, in which event each of the parties shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third. The decision of such arbitrators shall be final and binding with respect to that payment required to be made by Lessee or that refund required to be made by Lessor as provided in this Article 31.

32. Notwithstanding the provisions of Article 19 hereinabove pertaining to "condemnation", this Lease shall not terminate in the event of condemnation or eminent domain proceedings where (i) the property taken under such condemnation or eminent domain proceedings is limited to 15% or less of the parking or common areas set forth in the Plat Plan attached hereto as Exhibit A and (ii) such taking does not limit, restrict or interfere in any way with the use of the Leased Premises, and/or limit, restrict or interfere in any such way with Lessee's rights of ingress, egress and access to the Leased Premises.

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