

thereof), if Lessee shall not be in default under this lease, to reimburse Lessee for the excess upon receipt by Lessor of certificates and other evidence conforming to the requirements of section 24.

(d) If Lessee shall not be in default under this Lease, the Basic Rent, but not the Percentage Rent nor any additional rent, shall be reduced (effective as provided in paragraph (e) below) as of the date of the Taking by the percentage that

(i) an amount arrived at by discounting the balance of the award or other payment retained by Lessor (including any interest paid in respect thereof but after deducting all amounts applied pursuant to paragraph (c) above to reimburse Lessee) back to the date of the Taking at the rate, if any, at which interest from the date of such Taking has been paid in respect of such award, but at least at the rate of 7% per annum compounded monthly, is of

(ii) the Termination Value as of the date of such Taking, provided that the Basic Rent, as reduced, shall in no event be less than 25% of the Basic Rent as in effect at the beginning of the then current term of this Lease.

(e) No such reduction in the Basic Rent shall be effected until either the final determination and receipt in full by Lessor of Lessor's award or the completion of the Restoration required by paragraph (b) above, whichever occurs later; whereupon Lessor shall, if Lessee shall not be in default under this Lease, credit against the installment or installments of Basic Rent next payable by Lessee the amount by which the Basic Rent paid by Lessee for the period from the date of the Taking to the time of such receipt or such completion, as the case may be, exceeds the Basic Rent for such period as adjusted pursuant to paragraph (d) above.

28. In the event of a Taking for temporary use, there shall be no termination, cancellation or modification of this Lease and Lessee does hereby assign and transfer to and agrees to deposit with Lessor any award made to Lessee for such Taking, such award to be applied by Lessor to the Basic Rent and the additional rent payable during the period of such Taking; if a Taking for

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