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 nonpayment of rental or other sums due hereunder on the due date thereof.
- 21. Quiet Enjoyment. If and so long as Tenant pays the rentals reserved by this Lease and performs and observes all the convenants and provisions hereof to be performed and observed by Tenant, Tenant shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Leased Premises throughout the term of this Lease, including any extension hereof, or other holdover occupancy.
- 22. Access to Leased Premises. Landlord or Landlord's agents shall have the right to enter the Leased Premises at all reasonable times for the purpose of inspecting or examining the same and to make such repairs as Landlord shall deem necessary or as may be required to be made by Landlord.
- 23. Rights of Successors and Assigns. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest, except as expressly otherwise herein provided.