

necessary by wrongful or negligent acts of the Authority or any of its sublessees.

- (c) In the event reasonable doubt should exist as to the responsibility between the Lessor and the Authority for the necessary repairs, replacement or maintenance of any part of the leased premises or equipment or appliances contained therein and not covered in Sub-paragraphs (a) and (b) above, then in such event the Lessor and the Authority shall each select an arbitrator, the two arbitrators shall then select an arbitrator; the two arbitrators shall then select a third arbitrator and the three arbitrators by majority decision shall determine whether the Lessor or the Authority is responsible or if both are responsible, the prorata costs to be paid by each.

8. FIRE

In case of damage by fire or other casualty to the leased premises, the damage is so extensive as to amount practically to the total destruction of the leased premises, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where only a portion of the leased premises is damaged by fire or other casualty, the Lessor shall repair the damage with reasonable dispatch, and if the damage has rendered a portion of the leased premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Lessor's control.

9. If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such