

replace any damage to, or impairment or destruction of, the Hotel or the Furnishings and Equipment or to any portion of either, resulting during the Term from fire or other casualty, provided that the cost of such repair, restoration, rebuilding or replacement does not exceed the sum of (i) the proceeds of insurance covering such damage, impairment or destruction collectible by Lessor, and (ii) the amount of the deductible specified in the insurance maintained by Lessee. If the Hotel or Furnishings and Equipment shall be destroyed or substantially destroyed during the Term by fire or other casualty, and the cost of repairing, restoring, rebuilding and replacing the same shall exceed the sum of the gross proceeds of insurance collectible by Lessor for and on account thereof and the amount of the deductible specified in the insurance maintained by Lessee pursuant hereto, Lessor shall have the right and option, upon notice served upon Lessee within ninety (90) days after such fire or other casualty, to terminate this Lease. Any notice of termination under this Section, shall become effective thirty (30) days after the giving of same. If, for any reason, Lessor fails to undertake any work required hereunder within one hundred twenty (120) days after the fire or other casualty or shall fail to complete the same diligently, such failure shall constitute a default on the part of Lessor hereunder.

6.6 Condemnation. If the whole of the Hotel shall be taken or condemned by reason of any eminent domain, condemnation, compulsory acquisition, or like proceeding by any competent authority for any public or quasi-public use or purpose, or if such a portion thereof shall be taken or condemned as to make less than a Gatehouse and at least sixty-four (64) suites, together with necessary parking, available for use as a hotel, of the type and class immediately preceding such taking or condemnation, then in either of such events, this Lease shall terminate as of the date on which Lessee shall be required to give up control of the Hotel or such portion thereof by reason of such taking or condemnation. Lessor and Lessee shall each have the right and authority, as to their respective interests in the Hotel, to defend against any such taking or condemnation or to sue for or appeal from any such award, and, in the exercise of such right, to compromise and settle any such action or award, solely as to their own interest in the Hotel, on such terms as they deem advisable. If only a portion of the Hotel shall be taken or condemned, and the taking or condemnation of such portion does not result in a termination of this Lease, then out of the award to Lessor, and subject to the rights of the holder of any Mortgage encumbering the Hotel, so much thereof as shall be reasonably necessary to repair any damage to the Hotel or any part thereof, or to alter or modify the Hotel or any part thereof, so as to render the Hotel a complete and satisfactory architectural unit as a hotel of the same type and class immediately preceding the taking or condemnation, shall be applied by Lessor for that purpose.

6.7 Abatement of Rent. If this Lease is not terminated as a result of any casualty or loss or condemnation, then the rental due hereunder shall abate, equitably, to the extent and duration of untenability of the Hotel, or any portion thereof, provided that Lessee is not in default hereunder.