

leased premises or shall be required to surrender possession of the leased premises as a consequence of such taking or condemnation, but not hereafter.

If only a part of the leased premises shall be taken or condemned and the taking or condemnation of such part does not make it unreasonable to use this remainder for the conduct of Lessee's business, this Lease shall not terminate. In such event, the entire award shall belong to the Lessor and out of the award to the Lessor and subject to the prior rights of any Mortgagee, so much thereof as shall be reasonably necessary to repair any damage to the building and other improvements on the leased premises or to alter or modify them so as to render them a complete and satisfactory architectural unit (including parking facilities) shall be expended by Lessor for that purpose. During the period of restoration and thereafter, the rent hereunder shall be equitably reduced and abated in proportion to that portion of the leased premises of which the Lessee shall be deprived on account of such taking or condemnation.

In the event the parties are unable within a period of thirty (30) days after any controversy arises between them to agree upon (i) whether it is unreasonable for Lessee to use the remainder of the leased premises for the conduct of Lessee's business, or (ii) the reduction of abatement of rent to be made 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 here 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 Lessee pays the rentals reserved by this lease and performs and observes all the covenants and provisions hereof to be performed and observed by Lessee, Lessee shall quietly enjoy the leased premises, subject, however, to the terms of this Lease, and Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the leased premises throughout the term of this lease, including any extension hereof, or other hereafter occupancy.

22. Access to leased premises. Lessor or Lessor'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 Lessor shall deem necessary or as may be required to be made by Lessor.

23. Right to extend lease. The Lessee shall have the option to extend the term of this lease for a period up to 10 years. The rental for the extended term shall be as follows:

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