

12.2. In the event so much of demised premises shall be taken for public or quasi-public purposes, so that the remaining portion of any such parcel is not suitable for the purpose for which it is then being used, then Lessee shall have the option of terminating this Lease on the date possession of the parcel or parcels is surrendered to the governmental agency condemning the same, by giving written notice to Lessor of its election to do so, which notice must be given within sixty (60) days of the date of the notice given to the parties of such condemnation. In the event such option to terminate is not so exercised with the sixty (60) day period, then it cannot be exercised thereafter.

12.3. It is expressly agreed and understood that all sums awarded or allowed for such taking of said leased premises or any part thereof, or for damages for such taking, or paid in lieu thereof, shall belong to Lessor, and the same are hereby assigned to Lessor, and Lessee shall have no interest in or claim to such award, or any part thereof, whether such award shall be for the taking of such property or for damages or otherwise, provided, if such award specifies a sum for leasehold improvements, then Lessor and Lessee shall share such portion of the award made to Lessor until Lessee shall have received from the award the unamortized portions of any expenditures made by Lessee for improvements to the demised premises so taken, which unamortized portions shall be determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of years of the term of this Lease which shall not have expired at the time of such taking and the denominator of which shall be the number of years of this Lease which shall not have expired at the time said expenditures are made. Lessee may, at its own expense, take independent proceedings against the public authority exercising the power of Eminent Domain, to prove and establish any damage Lessee may have sustained.

SAVE HARMLESS

13. Lessee agrees to indemnify and save harmless Lessor, its Agents or employees, against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever, done in or about the demised premises during the term hereof, and to further indemnify and save Lessor, its Agent, or employees, harmless against and from any and all claims arising during the term of this Lease from the demised premises, or any vaults, passageways or spaces therein or appurtenant

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