

temporary use results in damage to or destruction or alteration of the Leased Building, then upon the termination of the Taking Lessee, at his expense, shall promptly effect the restoration of the Leased Building to its condition immediately prior to such Taking, and, if Lessee is not in default under this Lease, the portion of the award held by Lessor, which was paid for such damage or destruction, if any, shall be paid by Lessor to Lessee for such Restoration upon receipt by Lessor of certificates and other evidence conforming to the requirements of Section 24. The balance of the award, if any, shall be divided equally between Lessor and Lessee. Notwithstanding the foregoing, if the Taking is for a period extending beyond the then current term of this Lease, such award shall be apportioned by Lessor and Lessee as of the stated expiration date of such term.

29. Change of Gradé. In case the grade of any street abutting on the Leased Property shall be changed, Lessee, at his expense, will promptly effect whatever Restoration is necessary to restore the Leased Property to substantially its former condition and utility and, in case the cost of such Restoration shall exceed Lessee's award and any interest paid in respect thereof, Lessor's award shall be applied (after deducting all costs, fees and expenses of Lessor incident to the collection thereof), if Lessee is not in default under this Lease, to reimburse Lessee for the excess upon receipt by Lessor of certificates and other evidence conforming to the requirements of section 24.

30. Award if Lessee in Default. Anything in this Lease to the contrary notwithstanding, if at the time of any Taking or any change of grade, or at any time thereafter, Lessee shall be in default under this Lease and such default shall continue, Lessor shall be empowered, in the name of Lessee or otherwise, to file and prosecute Lessee's claim, if any, for an award on account of the Taking or change of grade and to collect such award and apply the same, after deducting all costs, fees and expenses of Lessor incident to the collection thereof, to the curing of such default and any other then existing defaults under this Lease; any balance remaining after such application and after Lessor shall have received therefrom the amount, if any, required by the provisions of sections 26, 27 or 28 (if applicable), shall, unless the term of this Lease shall have expired, be paid to Lessee.

31. Indemnification of Lessor. Lessee will protect, indemnify and save harmless Lessor from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorneys' fees and expenses, which may be imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury or damage to any person or property occurring

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