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of the premises; during such repair or rebuilding, the minimum guaranteed rent shall abate in proportion to the impairment of the Tenant's use of the leased store space until the completion of such repairs or rebuilding. Thereafter, the minimum guaranteed rent for the remainder of the term shall be reduced by the same percentage as the ground floor square footage of the portion of leased store space taken by eminent domain bears to the ground floor square footage of the Tenant's entire leased store space.

(c) Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any taking or condemnation or by reason of any acts of public or quasi-public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord in any petition for the recovery of damages, if requested by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding. Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty. Tenant reserves its right to recover moving expenses.

SEVENTEEN. LIABILITY INDEMNITY AND INSURANCE. Landlord shall not be liable for any damage or injury caused to any person or property by reason of the failure of Tenant to perform any of his covenants or agreements hereunder, nor for such damage or injury caused by reason of any defect in the premises now or in the future existing, nor for any damage or injury caused by any present or future defect in the plumbing, wiring or piping in the store space or any part of the premises. Tenant agrees to indemnify and save harmless the Landlord from and against any and all loss, damage, claims, demands, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as the result of or in connection with the occupancy or use of said