

financially harmless from the consequences of any violation of such laws, ordinances and regulations; provided, however, that LESSEE reserves the right to contest, in good faith, the validity of any such law, ordinance and regulation and, in such event, shall indemnify and hold LESSOR harmless from any cost, expense or penalty connected with such contest.

LESSEE further agrees that it will not permit any unlawful occupation, business or trade to be conducted on or in relation to the leased property or any use to be made thereof contrary to any law, ordinance or regulation.

18.

CONDEMNATION

In the event any public authority condemns and acquires title to the demised premises, or any portion thereof, under eminent domain proceedings pursuant to law, this lease shall be deemed to continue.

(A) In the event of condemnation of real estate or other portion of the leased premises owned in fee by Grantor, any and all award of payment in such condemnation proceedings shall be paid to the LESSEE, subject to the following:

1. If title to the fee of the entire parcel is taken by eminent domain, or if only a portion is taken and LESSEE does not elect to continue its operations in the portion not taken, then if LESSEE fails to exercise the option to purchase granted herein, the LESSEE shall retain the full net award of such condemnation and shall apply same to the payment of the rents stipulated hereunder.

2. If title to the fee of less than the entire parcel is taken or condemned, and if, notwithstanding such taking or condemnation, it shall be practicable, in LESSEE'S judgment, for the LESSEE to continue its operations in the remaining portion of said premises, this lease shall remain in full force and effect; in which event, the LESSEE shall restore the remaining portion of the leased premises, as nearly as possible under the circumstances, and in accordance with the plans and specifications of the LESSEE, to the character and value of said premises as they existed immediately prior to such taking or condemnation, and to the extent of the net award received and retained by the LESSEE in such condemnation proceedings, provided, however, if the LESSEE should fail to exercise the purchase options granted herein, the LESSEE shall retain the full net award of such condemnation less any amounts expended by the LESSEE in restoring the leased premises to the same con-