

7. Eminent Domain. If all or any portion of the demised premises is taken under condemnation or eminent domain proceedings and if the remaining portion thereof is untenable for the operation of Lessee's business, this Lease shall terminate on the date on which the premises or so much thereof is so taken, and the rental shall be prorated between the Lessor and the Lessee as of such date. In the event of the termination of this Lease for eminent domain as herein provided any such termination shall be without prejudice to the rights of either the Lessor or Lessee to seek separate award and recover from the condemning authority compensation for damages caused by such condemnation, but neither the Lessor nor the Lessee shall have any rights in any award made to the other by the condemnation authority except as expressly provided for herein.

In the event that less than all of the demised premises are taken and if as a result of eminent domain the remaining premises shall remain tenantable, this Lease shall not terminate but shall remain in full force and effect except that the rental herein reserved shall be reduced by the same percentage as the area taken measured to the nearest whole square foot bears to the entire area of the premises prior to the taking. The word "condemnation" or the words "eminent domain" shall include actual physical taking of the land and improvements including those incidents where the condemnor acquires fee simple title to the area condemned as well as those instances where the condemnor acquires only an easement, right-of-way or an estate of less than fee simple title to the area condemned.

8. Removal of Lessee's Property. Upon the termination of this Lease in any manner, if Lessee shall have faithfully performed all of the terms and conditions of this Lease, Lessee may, at its option and expense, remove from the premises any personal property belonging to it, including all equipment, fixtures, trade fixtures, and appliances installed pursuant to the terms hereof; provided that any damage done to the premises in removing said personal property shall be promptly repaired at Lessee's expense.

9. Indemnity. (a) Lessee shall indemnify Lessor and waive him harmless from suits, actions, damages, liability and expense in connection

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