

Lessor and Lessee hereby waive any and all rights of recovery against the other for or arising out of damage to or destruction of the demised premises, or the building and improvements thereon, and any other of their property from causes then included under standard fire and extended coverage insurance policies or endorsements and, if any additional premium is required to effectuate such waiver, then such additional premium shall be paid by the beneficiary of such waiver of subrogation.

14. Condemnation. If all or any portion of the demised premises is taken under any condemnation or eminent domain proceeding and if the remaining portion thereof is, in the sole judgment and discretion of the Lessee, untenable, unusable or inadequate for Lessee's purposes, this lease shall terminate on the date which said premises or such portion thereof is so taken and the rental shall be accounted for between the Lessee and Lessor as of such date. In the event that this lease shall not so terminate, the rent shall equitably abate from the date of such taking and Lessor shall at Lessor's own cost and expense restore the demised premises to a complete architectural unit, including improvements made by Lessee and in such case Lessee shall have no interest in the condemnation award. In the event of a taking of the entire demised premises or such portion thereof that the premises is rendered untenable, unusable or inadequate for Lessee's purposes, Lessee shall be entitled to share in any condemnation award made to Lessor to the extent of an amount equal to the amortization cost to the Lessee (amortized monthly on a straight line basis over the balance of the particular primary or renewal term of this lease from and after the date of construction or installation) of (1) all leasehold improvements to the demised premises made by Lessee during the term of this lease, and (2) installation cost of Lessee's fixtures and equipment in and to the demised premises, less the condemnation award, if any, that may be made directly to Lessee by the condemning authority.

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