

because of such damage or destruction or the repair and restoration thereof.

(c) It is, however, expressly understood and agreed, anything hereinbefore contained which may appear to the contrary notwithstanding, that if any damage or destruction of the building and improvements at that time located on said leased premises shall occur during the last two (2) years of the term of this Lease, both Lessor and Lessee shall have the option, upon giving written notice of the exercise thereof to the other party, within thirty (30) days after the happening of such damage or destruction, to terminate this Lease, in which case any and all obligations of Lessor to restore said building and improvements shall likewise terminate. In the case of the termination of this Lease, Lessee shall be required to pay rent only up to the time of such termination, and the portion of any rent paid in advance, apportioned as aforesaid, covering the period of time subsequent to such termination, shall be refunded by Lessor to Lessee.

12. Liability for Damage; Indemnification. Lessee agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims due to injury of persons (unless caused by the sole negligence of Lessor) arising out of Lessee's occupancy and/or use of the leased premises, during the term of this Lease or extension hereof, or any other holdover occupancy.

Lessee further agrees to indemnify Lessor against, and to defend and hold Lessor free and harmless from, any and all claims of any kind or nature arising from Lessee's use of the leased premises during