

25. Separate Claims for Award for Taking, etc.; Expenses. Subject to section 26 to 30 inclusive, Lessor and Lessee (if he is not in default under this Lease) may each file, prosecute and collect their respective claims for an award on account of any Taking or any change of grade of any street abutting on the Leased Property. Lessee will pay all fees, costs and expenses of Lessor and its agents and attorneys in connection with any Taking or any such change of grade.

26. Termination as Result of Taking. In the event of a Taking of either the fee or of a perpetual easement upon the entire Leased Property or any part thereof involving  $66 \frac{2}{3}\%$  or more of the interior floor area of the Leased Building, this Lease shall terminate as of the date of such Taking, provided that Lessee does hereby irrevocably assign and transfer to and agrees to deposit with Lessor, any award made to Lessee for such Taking. Lessor shall retain from such award the amount (with interest from the date of such Taking at the rate of the interest, if any, paid in respect of Lessor's award, but at least at the rate of 7% per annum), if any, by which the amount of Lessor's award (excluding any interest paid in respect thereof) is less than the Termination Value as of the date of the Taking, and the balance of Lessee's award, if any, shall be paid to Lessee.

27. Non-Termination as Result of Taking. In the event of a Taking of either the fee or of a perpetual easement upon the leased property to which Section 26 does not apply, Lessee does hereby irrevocably assign and transfer to, and agrees to deposit with, Lessor any award made to Lessee for such Taking and:

(a) This Lease shall remain in full force and effect with respect to the remaining portion of the Leased Property.

(b) Lessee, at his expense, whether or not the combined awards of Lessee and Lessor shall be sufficient for such purchase, will promptly effect the Restoration of the Leased Building to as nearly as possible its condition immediately prior to such Taking except for any reduction in area caused thereby, and, if Lessee is not in default under this Lease, Lessee's award shall be paid by Lessor to Lessee for such Restoration upon receipt by Lessor of certificates and other evidence conforming to the requirements of Section 24, with the balance of such award, if any, to be paid by Lessor to Lessee.

(c) In case the cost of such Restoration shall exceed Lessee's award and any interest paid in respect thereof, Lessor's award shall be applied (after deducting all costs, fees and expenses of Lessor incident to the collection

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